UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE TO

Tender Offer Statement under Section 14(d)(1) or 13(e)(1)
of the Securities Exchange Act of 1934

CNET NETWORKS, INC.

(Name of Subject Company (Issuer))

TEN ACQUISITION CORP.

(Offeror)

a wholly-owned subsidiary of
CBS CORPORATION

(Parent of Offeror)
(Names of Filing Persons (identifying status as offeror, issuer or other person))

Common Stock, $0.0001 par value per share
(Title of Class of Securities)

12613R104
(CUSIP Number of Class of Securities)

Louis J. Briskman
Executive Vice President and General Counsel
CBS Corporation
51 West 52nd Street
New York, NY 10019
Telephone: (212) 975-4321
(Name, address, and telephone numbers of person authorized to receive notices and communications on behalf of filing persons)

Copies to:
Howard Chatzinoff, Esq.
Raymond O. Gietz, Esq.
Weil, Gotshal & Manges LLP
767 Fifth Avenue, New York, NY 10153
(212) 310-8000

CALCULATION OF FILING FEE

Transaction Valuation(1)	Amount of Filing Fee(2)
$1,959,517,488	$77,009

(1) Estimated for purposes of calculating the filing fee only. The transaction valuation was calculated by adding the sum of (i) 152,383,712 shares of common stock, par value $0.0001 per share, of CNET Networks, Inc. outstanding multiplied by the offer price of $11.50 per share, and (ii) 18,009,113 shares of common stock, par value $0.0001 per share, of CNET Networks, Inc., which were subject to issuance pursuant to the exercise of outstanding options multiplied by $11.50. The calculation of the filing fee is based on CNET Networks, Inc.'s representation of its capitalization as of May 13, 2008.

(2) The filing fee was calculated in accordance with Rule 0-11 under the Securities Exchange Act of 1934 by multiplying the transaction value by 0.00003930.

☐ Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsettingfee was previously paid. Identify the previous filing by registration statement number, or the form or schedule and the date ofits filing.

Amount Previously Paid: None — Filing Party: N/A
Form of Registration No.: N/A — Date Filed: N/A

☐ Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

☒ Third-party tender offer subject to Rule 14d-1.
☐ Issuer tender offer subject to Rule 13e-4.
☐ Going-private transaction subject to Rule 13e-3.
☐ Amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer. ☐

This Tender Offer Statement on Schedule TO (which, together with any amendments and supplements thereto, collectively constitute this "Schedule TO") is filed by (i) Ten Acquisition Corp., a Delaware corporation (the "Purchaser"), and a wholly-owned subsidiary of CBS Corporation, a Delaware corporation ("CBS"), and (ii) CBS. This Schedule TO relates to the offer (the "Offer") by the Purchaser to purchase all of the outstanding shares of common stock, par value $0.0001 per share (including the associated preferred stock purchase rights, the "Shares"), of CNET Networks, Inc., a Delaware corporation ("CNET"), at a purchase price of $11.50 per Share (the "Offer Price") net to the seller in cash, without interest thereon and less any required withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase dated May 23, 2008 (which, together with any amendments and supplements thereto, collectively constitute the "Offer to Purchase") and in the related Letter of Transmittal, copies of which are attached hereto as Exhibits (a)(1)(A) and (a)(1)(B).

Item 1. Summary Term Sheet.

The information set forth in the section of the Offer to Purchase entitled "Summary Term Sheet" is incorporated herein by reference.

Item 2. Subject Company Information.

(a) The name of the subject company and the issuer of the securities to which this Schedule TO relates is CNET Networks, Inc., a Delaware corporation. CNET's principal executive offices are located at 235 Second Street, San Francisco, California 94105. CNET's telephone number at such address is (415) 344-2000.

(b) This Schedule TO relates to the outstanding shares of common stock, par value $0.0001 per share, of CNET. CNET has advised CBS that, on May 13, 2008, there were 152,383,712 Shares issued and outstanding and 18,009,113 Shares reserved and available for issuance upon, or otherwise deliverable in connection with, the exercise of outstanding options.

(c) The information set forth in the section in the Offer to Purchase entitled "Price Range of Shares; Dividends" is incorporated herein by reference.

Item 3. Identity and Background of Filing Person.

This Schedule TO is filed by CBS and the Purchaser. The information set forth in the sections of the Offer to Purchase entitled "Certain Information Concerning CBS and the Purchaser" and in Schedule I is incorporated herein by reference.

Item 4. Terms of the Transaction.

The information set forth in the Offer to Purchase is incorporated herein by reference.

Item 5. Past Contacts, Transactions, Negotiations and Agreements.

The information set forth in the sections of the Offer to Purchase entitled "Summary Term Sheet," "Introduction," "Certain Information Concerning CBS and the Purchaser," "Background of the Offer; Past Contacts or Negotiations with CNET," "Purpose of the Offer; Plans for CNET" and "The Merger Agreement; Employment Agreements," respectively, is incorporated herein by reference.

Item 6. Purposes of the Transaction and Plans or Proposals.

The information set forth in the sections of the Offer to Purchase entitled "Summary Term Sheet," "Introduction," "Price Range of Shares; Dividends," "Certain Effects of the Offer," "Purpose of the Offer; Plans for CNET," and "The Merger Agreement; Employment Agreements," respectively, is incorporated herein by reference.

Item 7. Source and Amount of Funds or Other Consideration.

The information set forth in the section of the Offer to Purchase entitled "Source and Amount of Funds" is incorporated herein by reference.

Item 8. Interest in Securities of the Subject Company.

The information set forth in the sections of the Offer to Purchase entitled "Certain Information Concerning CBS and the Purchaser," "Purpose of the Offer; Plans for CNET," and "The Merger Agreement; Employment Agreements," respectively, is incorporated herein by reference.

Item 9. Persons/Assets Retained, Employed, Compensated or Used.

The information set forth in the section of the Offer to Purchase entitled "Fees and Expenses" is incorporated herein by reference.

Item 10. Financial Statements.

Not applicable.

Item 11. Additional Information.

(a)(1) The information set forth in the sections of the Offer to Purchase entitled "Certain Information Concerning CBS and the Purchaser," "Background of the Offer; Past Contacts or Negotiations with CNET," "Purpose of the Offer; Plans for CNET" and "The Merger Agreement; Employment Agreements," respectively, is incorporated herein by reference.

(a)(2) The information set forth in the sections of the Offer to Purchase entitled "Purpose of the Offer; Plans for CNET," "Certain Conditions of the Offer" and "Certain Legal Matters; Regulatory Approvals," respectively, is incorporated herein by reference.

(a)(3) The information set forth in the sections of the Offer to Purchase entitled "Certain Conditions of the Offer" and "Certain Legal Matters; Regulatory Approvals," respectively, is incorporated herein by reference.

(a)(4) The information set forth in the sections of the Offer to Purchase entitled "Certain Effects of the Offer," "Source and Amount of Funds" and "Certain Legal Matters; Regulatory Approvals," respectively, is incorporated herein by reference.

(a)(5) None.

(b) The information set forth in the Offer to Purchase is incorporated herein by reference.

Item 12. Exhibits.

Exhibit	Exhibit Name
(a)(1)(A)	Offer to Purchase dated May 23, 2008.*
(a)(1)(B)	Letter of Transmittal (including Guidelines for Certification of Taxpayer Identification Number (TIN) on Substitute Form W-9).*
(a)(1)(C)	Notice of Guaranteed Delivery.*
(a)(1)(D)	Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.*
(a)(1)(E)	Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.*
(a)(5)(A)	Joint Press Release issued by CBS and CNET on May 15, 2008, incorporated herein by reference to Exhibit 99.1 to the Schedule TO-C filed by CBS on May 15, 2008.
(a)(5)(B)	Slides Distributed to the Press on May 15, 2008, incorporated herein by reference to Exhibit 99.2 to the Schedule TO-C filed by CBS on May 15, 2008.
(a)(5)(C)	Communication to Employees of CBS Corporation from Leslie Moonves, dated May 15, 2008, incorporated herein by reference to Exhibit 99.3 to the Schedule TO-C filed by CBS on May 15, 2008.
(a)(5)(D)	Form of Summary Advertisement as published on May 23, 2008 in The Wall Street Journal.
(a)(5)(E)	Press Release issued by CBS on May 23, 2008.
(b)	Not applicable.
(d)(1)	Agreement and Plan of Merger, dated as of May 15, 2008, by and among CNET, CBS and the Purchaser.
(g)	Not applicable.
(h)	Not applicable.

* Included in mailing to stockholders.

Item 13. Information required by Schedule 13E-3.

Not applicable.

SIGNATURE

After due inquiry and to the best of the knowledge and belief of each of the undersigned, each of the undersigned hereby certifies that the information set forth in this statement is true, complete and correct.

CBS CORPORATION

By: /S/ LOUIS J. BRISKMAN
Name: **Louis J. Briskman**
Title: **Executive Vice President and General Counsel**

TEN ACQUISITION CORP.

By: /S/ LOUIS J. BRISKMAN
Name: **Louis J. Briskman**
Title: **Vice President and Secretary**

Date: May 23, 2008

Exhibit	Exhibit Name
(a)(1)(A)	Offer to Purchase, dated May 23, 2008.*
(a)(1)(B)	Letter of Transmittal (including Guidelines for Certification of Taxpayer Identification Number (TIN) on Substitute Form W-9).*
(a)(1)(C)	Notice of Guaranteed Delivery.*
(a)(1)(D)	Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.*
(a)(1)(E)	Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.*
(a)(5)(A)	Joint Press Release issued by CBS and CNET on May 15, 2008, incorporated herein by reference to Exhibit 99.1 to the Schedule TO-C filed by CBS on May 15, 2008.
(a)(5)(B)	Slides Distributed to the Press on May 15, 2008, incorporated herein by reference to Exhibit 99.2 to the Schedule TO-C filed by CBS on May 15, 2008.
(a)(5)(C)	Communication to Employees of CBS Corporation from Leslie Moonves, dated May 15, 2008, incorporated herein by reference to Exhibit 99.3 to the Schedule TO-C filed by CBS on May 15, 2008.
(a)(5)(D)	Form of Summary Advertisement as published on May 23, 2008 in The Wall Street Journal.
(a)(5)(E)	Press Release issued by CBS on May 23, 2008.
(b)	Not applicable.
(d)(1)	Agreement and Plan of Merger, dated as of May 15, 2008, by and among CNET, CBS and the Purchaser.
(g)	Not applicable.
(h)	Not applicable.

* Included in mailing to stockholders.

Exhibit (a)(1)(A)

Offer To Purchase For Cash
All Outstanding Shares of Common Stock
of
CNET NETWORKS, INC.
at
$11.50 NET PER SHARE
by
TEN ACQUISITION CORP.
a wholly-owned subsidiary of
CBS CORPORATION

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON FRIDAY, JUNE 20, 2008, UNLESS THE OFFER IS EXTENDED.

Ten Acquisition Corp., a Delaware corporation (the "Purchaser") and a wholly-owned subsidiary of CBS Corporation, a Delaware corporation ("CBS"), is offering to purchase all of the outstanding shares of common stock, par value $0.0001 per share (including the associated preferred stock purchase rights, the "Shares"), of CNET Networks, Inc., a Delaware corporation ("CNET"), at a purchase price of $11.50 per Share (the "Offer Price"), net to the seller in cash, without interest thereon and less any required withholding taxes, upon the terms and subject to the conditions set forth in this Offer to Purchase and in the related Letter of Transmittal (which, together with the Offer to Purchase, each as may be amended or supplemented from time to time, collectively constitute the "Offer").

The Offer is being made pursuant to an Agreement and Plan of Merger, dated as of May 15, 2008 (as it may be amended from time to time, the "Merger Agreement"), by and among CNET, CBS and the Purchaser. The Merger Agreement provides, among other things, that following the consummation of the Offer and subject to certain conditions, the Purchaser will be merged with and into CNET (the "Merger") with CNET continuing as the surviving corporation, wholly-owned by CBS. In the Merger, each Share outstanding immediately prior to the effective time of the Merger (other than Shares held by (i) CBS or the Purchaser, which Shares will be cancelled and shall cease to exist, (ii) N Holdings I Inc., a subsidiary of CBS, which Shares will be unaffected, or (iii) stockholders who exercise appraisal rights under Delaware law with respect to such Shares) will be cancelled and converted into the right to receive $11.50 or any greater per Share price paid in the Offer, without interest thereon and less any required withholding taxes. **Under no circumstances will interest be paid on the purchase price for the Shares, regardless of any extension of the Offer or any delay in making payment for the Shares.**

The Offer is conditioned upon, among other things, (i) the satisfaction of the Minimum Tender Condition (as described below) and (ii) the expiration or termination of all statutory waiting periods (and any extensions thereof) applicable to the Offer under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), any applicable German antitrust, competition and merger control laws and any other applicable foreign antitrust, competition or merger control laws, other than such approvals for which the failure to obtain would be immaterial to CNET and its subsidiaries, taken as a whole, or to CBS and its subsidiaries, taken as a whole (the "Regulatory Condition"). The Minimum Tender Condition requires that the number of Shares that has been validly tendered (other than Shares tendered by guaranteed delivery where actual delivery has not occurred) and not withdrawn prior to the expiration of the Offer represent more than 50% of the then issued and outstanding Shares on a fully diluted basis. The Offer also is subject to other conditions set forth in this Offer to Purchase. See Section 15—"Certain Conditions of the Offer." The Merger Agreement provides that if CNET shall have so requested in writing no less than two business days prior to the initial expiration date, the Purchaser must extend the Offer for the period of time stated in CNET's written request (which period shall not exceed 10 business days beyond the initial expiration date), notwithstanding the satisfaction or waiver of all of the conditions of the Offer on or prior to the initial expiration date.

The CNET Board of Directors, among other things, has unanimously (i) approved and declared advisable the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, (ii) determined that the terms of the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, are fair to and in the best interests of CNET and the stockholders of CNET and (iii) recommended that the holders of the Shares accept the Offer and tender their Shares pursuant to the Offer and, if necessary, adopt the Merger Agreement.

A summary of the principal terms of the Offer appears on pages S-i through S-vii. You should read this entire document carefully before deciding whether to tender your Shares in the Offer.

The Dealer Managers for the Offer are:

citi

UBS Investment Bank

May 23, 2008

Table of Contents

IMPORTANT

If you wish to tender all or a portion of your Shares in the Offer, you should either (i) complete and sign the letter of transmittal (or a facsimile thereof) that accompanies this Offer to Purchase (the "Letter of Transmittal") in accordance with the instructions in the Letter of Transmittal and mail or deliver the Letter of Transmittal and all other required documents to the Depositary (as defined herein) together with certificates representing the Shares tendered or follow the procedure for book-entry transfer set forth in Section 3—"Procedures for Accepting the Offer and Tendering Shares" or (ii) request your broker, dealer, commercial bank, trust company or other nominee to effect the transaction for you. If you hold Shares in the name of a broker, dealer, commercial bank, trust company or other nominee, you must contact that institution in order to tender your Shares.

If you wish to tender Shares and cannot deliver certificates representing such Shares and all other required documents to the Depositary on or prior to the Expiration Date (as defined herein) or you cannot comply with the procedures for book-entry transfer on a timely basis, you may tender your Shares by following the guaranteed delivery procedures described in Section 3—"Procedures for Accepting the Offer and Tendering Shares."

Questions and requests for assistance should be directed to the Information Agent (as defined herein) or the Dealer Managers (as defined herein) at their respective addresses and telephone numbers set forth on the back cover of this Offer to Purchase. Additional copies of this Offer to Purchase, the related Letter of Transmittal, the related Notice of Guaranteed Delivery and other materials related to the Offer may also be obtained at our expense from the Information Agent or the Dealer Managers. Additionally, copies of this Offer to Purchase, the related Letter of Transmittal, the related Notice of Guaranteed Delivery and any other material related to the Offer may be found at *www.sec.gov*.

TABLE OF CONTENTS

SUMMARY TERM SHEET

The information contained in this summary term sheet is a summary only and is not meant to be a substitute for the more detailed description and information contained in the Offer to Purchase, the Letter of Transmittal and the Notice of Guaranteed Delivery. You are urged to read carefully the Offer of Purchase, the Letter of Transmittal and the Notice of Guaranteed Delivery in their entirety. CBS and the Purchaser have included cross-references in this summary term sheet to other sections of the Offer to Purchase where you will find more complete descriptions of the topics mentioned below. The information concerning CNET contained herein and elsewhere in the Offer to Purchase has been provided to CBS and the Purchaser by CNET or has been taken from or is based upon publicly available documents or records of CNET on file with the U.S. Securities and Exchange Commission or other public sources at the time of the Offer. CBS and the Purchaser have not independently verified the accuracy and completeness of such information. CBS and the Purchaser have no knowledge that would indicate that any statements contained herein relating to CNET provided to CBS and the Purchaser or taken from or based upon such documents and records filed with the U.S. Securities and Exchange Commission are untrue or incomplete in any material respect.

Securities Sought	All issued and outstanding shares of common stock, par value $0.0001 per share, of CNET Networks, Inc.
Price Offered Per Share	$11.50 in cash, without interest thereon and less any required withholding taxes.
Scheduled Expiration of Offer	12:00 midnight, New York City time, at the end of Friday, June 20, 2008, unless the Offer is otherwise extended. See Section 1—"Terms of the Offer."
Purchaser	Ten Acquisition Corp., a wholly-owned subsidiary of CBS Corporation, a Delaware corporation.

Who is offering to buy my securities?

We are Ten Acquisition Corp., a Delaware corporation, formed for the purpose of making this Offer. We are a wholly-owned subsidiary of CBS Corporation, a Delaware corporation. CBS Corporation is a mass media company with operations in the following segments:

- Television: The Television segment consists of CBS Television, comprised of the CBS® Television Network, CBS' 30 owned broadcast television stations, CBS Paramount Network Television and CBS Television Distribution, CBS' television production and syndication operations, *Showtime Networks*™, CBS' premium subscription television program services, and *CBS College Sports Network*™, CBS' cable network and online digital media business devoted to college athletics.
- Radio: The Radio segment owns and operates 140 radio stations in 30 United States markets through *CBS Radio*®.
- Outdoor: The Outdoor segment displays advertising on media, including billboards, transit shelters, buses, rail systems (in-car, station platforms and terminals), mall kiosks and stadium signage principally through *CBS Outdoor*® and in retail stores through *CBS Outernet*™.
- Publishing: The Publishing segment consists of Simon & Schuster, which publishes and distributes consumer books under imprints such as *Simon & Schuster*®, *Pocket Books*®, *Scribner*® and *Free Press*™.

Unless the context indicates otherwise, in this Offer to Purchase, we use the terms "us," "we" and "our" to refer to Ten Acquisition Corp. and, where appropriate, CBS Corporation. We use the term "CBS" to refer to CBS Corporation alone, the term "Purchaser" to refer to Ten Acquisition Corp. alone and the terms "CNET" or the "Company" to refer to CNET Networks, Inc.

See the "Introduction" to this Offer to Purchase and Section 8—"Certain Information Concerning CBS and the Purchaser."

What are the classes and amounts of securities sought in the Offer?

We are offering to purchase all of the outstanding shares of common stock, par value $0.0001 per share, of CNET on the terms and subject to the conditions set forth in this Offer to Purchase. Unless the context otherwise requires, in this Offer to Purchase we use the term "Offer" to refer to this offer and the term "Shares" to refer to shares of CNET common stock that are the subject of the Offer.

See the "Introduction" to this Offer to Purchase and Section 1—"Terms of the Offer."

How much are you offering to pay? What is the form of payment? Will I have to pay any fees or commissions?

We are offering to pay $11.50 per Share net to you, in cash, without interest and less any required withholding taxes. We refer to this amount as the "Offer Price." If you are the record owner of your Shares and you directly tender your Shares to us in the Offer, you will not have to pay brokerage fees or similar expenses. If you own your Shares through a broker, banker or other nominee, and your broker tenders your Shares on your behalf, your broker, banker or other nominee may charge you a fee for doing so. You should consult your broker, banker or other nominee to determine whether any charges will apply.

See the "Introduction" to this Offer to Purchase.

Is there an agreement governing the Offer?

Yes. The Purchaser, CBS and CNET have entered into an Agreement and Plan of Merger dated as of May 15, 2008 (as it may be amended from time to time, the "Merger Agreement"). The Merger Agreement provides, among other things, for the terms and conditions of the Offer and the subsequent merger of the Purchaser with and into CNET (the "Merger").

See Section 11—"The Merger Agreement" and Section 15—"Certain Conditions of the Offer."

Do you have the financial resources to make payment?

Yes. We estimate that we will need approximately $1.79 billion to purchase all of the Shares pursuant to the Offer and to consummate the Merger (which estimate includes payment in respect of outstanding in-the-money options), plus related fees and expenses. CBS, our parent company, will provide us with sufficient funds to purchase all Shares properly tendered in the Offer and to provide funding for the Merger with CNET, which is expected to follow the successful completion of the Offer in accordance with the terms and conditions of the Merger Agreement. The Offer is not conditioned upon our ability to finance the purchase of Shares pursuant to the Offer. CBS expects to obtain the necessary funds from existing cash balances.

See Section 9—"Source and Amount of Funds."

Is your financial condition relevant to my decision to tender my Shares in the Offer?

No. We do not think our financial condition is relevant to your decision whether to tender Shares and accept the Offer because:

- the Offer is being made for all outstanding Shares solely for cash;

- we, through our parent company, CBS, will have sufficient funds available to purchase all Shares successfully tendered in the Offer in light of our financial capacity in relation to the amount of consideration payable;
- the Offer is not subject to any financing condition; and
- if we consummate the Offer, we expect to acquire any remaining Shares for the same cash price in the Merger.

See Section 9—"Source and Amount of Funds."

How long do I have to decide whether to tender my Shares in the Offer?

You will have until 12:00 midnight, New York City time, on Friday, June 20, 2008 (which is the end of the day on June 20, 2008), to tender your Shares in the Offer, unless we extend the Offer. In addition, if we are required to, by the terms of the Merger Agreement, or we otherwise decide to provide a subsequent offering period for the Offer as described below, you will have an additional opportunity to tender your Shares. Other than as may be required by the Merger Agreement, we do not currently intend to provide a subsequent offering period, although we reserve the right to do so.

If you cannot deliver everything required to make a valid tender by that time, you may still participate in the Offer by using the guaranteed delivery procedure that is described later in this Offer to Purchase prior to that time.

See Section 1—"Terms of the Offer" and Section 3—"Procedures for Accepting the Offer and Tendering Shares."

Can the Offer be extended and under what circumstances?

Yes. We have agreed in the Merger Agreement that, subject to our rights to terminate the Merger Agreement in accordance with its terms:

- The Offer will be extended for any period required by any rule, regulation, interpretation or position of the Securities and Exchange Commission (the "SEC") or its staff or Nasdaq that is applicable to the Offer, provided that we are not in any event required to extend the Offer beyond September 15, 2008 (the "Outside Date").
- If, on the initial expiration date or any subsequent date as of which the Offer is scheduled to expire, the Minimum Tender Condition or the Regulatory Condition (each as described below) is not satisfied, then, to the extent requested in writing by CNET no less than two business days prior to the applicable expiration date, we must extend the Offer for one or more periods ending no later than the Outside Date, to permit such conditions of the Offer to be satisfied; provided, that no individual extension will be for a period of more than 10 business days and that we will not be required to extend the Offer to a date beyond the date which is 20 business days after the date on which the Regulatory Condition is satisfied.
- If, on the initial expiration date or any extended expiration date, any condition of the Offer (as set forth in Section 15—"Certain Conditions of the Offer") is not satisfied and the Merger Agreement has not been terminated in accordance with its terms, we may, at our discretion, extend the Offer for one or more periods.
- If CNET shall have so requested in writing no less than two business days prior to the initial expiration date, we must extend the Offer for the period of time stated in CNET's written request (which period shall not exceed 10 business days beyond the initial expiration date), notwithstanding the satisfaction or waiver of all of the conditions of the Offer on or prior to the initial expiration date.

- We may, at our discretion, elect to provide for a subsequent offering period (and one or more extensions thereof) in accordance with Rule 14d-11 promulgated under the Securities Exchange Act of 1934, as amended, following the time for acceptance of the tendered Shares (the "Acceptance Time"), and, if immediately following the Acceptance Time, we (together with CBS and our respective subsidiaries and affiliates) own more than 80% but less than 90% of the Shares outstanding at that time (which shares beneficially owned shall include shares tendered in the Offer and not withdrawn), to the extent reasonably requested by CNET, we will provide for a subsequent offering period of at least 10 business days.

See Section 1—"Terms of the Offer" of this Offer to Purchase for more details on our obligation and ability to extend the Offer.

How will I be notified if the Offer is extended?

If we extend the Offer, we will inform BNY Mellon Shareowner Services, which is the depositary for the Offer (the "Depositary"), of any extension and will issue a press release announcing the extension not later than 9:00 a.m., New York City time, on the next business day after the day on which the Offer was scheduled to expire.

If we must elect to provide or extend any subsequent offering period, a public announcement of such inclusion or extension will be made no later than 9:00 a.m., New York City time, on the next business day following the Expiration Date or date of termination of any prior subsequent offering period.

See Section 1—"Terms of the Offer."

What are the most significant conditions to the Offer?

The Offer is conditioned upon, among other things:

- The satisfaction of the Minimum Tender Condition. The Minimum Tender Condition requires that the number of Shares that has been validly tendered (other than Shares tendered by guaranteed delivery where actual delivery has not occurred) and not withdrawn prior to the expiration of the Offer represent more than 50% of the then issued and outstanding Shares on a fully diluted basis; and
- The satisfaction of the Regulatory Condition. The Regulatory Condition requires the expiration or termination of all statutory waiting periods (and any extensions thereof) applicable to the purchase of Shares in the Offer under the HSR Act, any applicable German antitrust, competition and merger control laws and any other applicable foreign antitrust, competition or merger control laws, other than such approvals for which the failure to obtain would be immaterial to CNET and its subsidiaries, taken as a whole, or to CBS and its subsidiaries, taken as a whole.

The Offer also is subject to a number of other conditions set forth in this Offer to Purchase. We expressly reserve the right to waive any such conditions, but we cannot, without CNET's consent, waive the Minimum Tender Condition or add to or modify the conditions to the Offer in any manner adverse to the holders of the Shares. There is no financing condition to the Offer.

See Section 15—"Certain Conditions of the Offer."

How do I tender my Shares?

If you hold your Shares directly as the registered owner, you can tender your Shares in the Offer by delivering the certificates representing your Shares, together with a completed and signed Letter of Transmittal and any other documents required by the Letter of Transmittal, to the Depositary, not later than the date and time the Offer expires. The Letter of Transmittal is enclosed with this Offer to Purchase.

If you hold your Shares in street name through a broker, dealer, commercial bank, trust company or other nominee, the institution that holds your Shares can tender your Shares on your behalf, and may be able to tender your Shares through the Depositary. You should contact the institution that holds your Shares for more details.

If you are unable to deliver everything that is required to tender your Shares to the Depositary by the expiration of the Offer, you may obtain a limited amount of additional time by having a broker, a bank or another fiduciary that is an eligible institution guarantee that the missing items will be received by the Depositary using the enclosed Notice of Guaranteed Delivery. To validly tender Shares in this manner, however, the Depositary must receive the missing items within the time period specified in the notice.

See Section 3—"Procedures for Accepting the Offer and Tendering Shares."

Until what time may I withdraw previously tendered Shares?

You may withdraw your previously tendered Shares at any time until the Offer has expired. In addition, unless Shares tendered pursuant to the Offer are accepted for payment by the Purchaser, such Shares may be withdrawn at any time after July 21, 2008. This right to withdraw will not, however, apply to Shares tendered in any subsequent offering period, if one is provided. See Section 4—"Withdrawal Rights."

How do I withdraw previously tendered Shares?

To withdraw previously tendered Shares, you must deliver a written notice of withdrawal, or a facsimile of one, with the required information to the Depositary while you still have the right to withdraw Shares. If you tendered Shares by giving instructions to a broker, banker or other nominee, you must instruct the broker, banker or other nominee to arrange for the withdrawal of your Shares. See Section 4—"Withdrawal Rights."

What does the CNET Board think of the Offer?

The CNET Board of Directors, among other things, has unanimously (i) approved and declared advisable the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, (ii) determined that the terms of the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, are fair to and in the best interests of CNET and the stockholders of CNET and (iii) recommended that the holders of the Shares accept the Offer and tender their Shares pursuant to the Offer and, if necessary, adopt the Merger Agreement.

A more complete description of the reasons of the CNET Board's approval of the Offer and the Merger is set forth in the Solicitation/Recommendation Statement on Schedule 14D-9 that is being mailed to you together with this Offer to Purchase.

If a majority of the Shares are tendered and accepted for payment, will CNET continue as a public company?

No. Following the purchase of Shares in the Offer, we expect to consummate the Merger. If the Merger takes place, CNET no longer will be publicly owned. Even if for some reason the Merger does not take place, if we purchase all of the tendered Shares, there may be so few remaining stockholders and publicly held Shares that CNET's common stock will no longer be eligible to be traded through the NASDAQ Global Market or other securities exchanges, there may not be an active public trading market for CNET common stock, and CNET may no longer be required to make filings with the SEC or otherwise comply with the SEC rules relating to publicly held companies.

See Section 13—"Certain Effects of the Offer."

If I decide not to tender, how will the Offer affect my Shares?

If the Offer is consummated and certain other conditions are satisfied, the Purchaser will merge with and into CNET and all of the then outstanding Shares (other than those held by (i) CBS or the Purchaser, which Shares will be cancelled and retired and cease to exist, (ii) N Holdings I Inc., a subsidiary of CBS, which Shares will be unaffected, or (iii) stockholders who exercise appraisal rights under Delaware law with respect to such Shares) will be cancelled and converted in the Merger into the right to receive an amount in cash equal to the highest price per Share paid pursuant to the Offer, without interest thereon and less any required withholding taxes. If we purchase Shares in the Offer, we will have sufficient voting power to approve the Merger without the affirmative vote of any other stockholder of CNET. Furthermore, if pursuant to the Offer or otherwise we own in excess of 90% of the outstanding Shares, we may effect the Merger without any further action by the stockholders of CNET.

See Section 11—"The Merger Agreement."

If the Merger is consummated, CNET's stockholders who do not tender their Shares in the Offer will, unless they validly exercise appraisal rights (as described below), receive the same amount of cash per Share that they would have received had they tendered their Shares in the Offer. Therefore, if the Offer and the Merger are consummated, the only differences to you between tendering your Shares and not tendering your Shares in the Offer are that (i) you will be paid earlier if you tender your Shares in the Offer and (ii) appraisal rights will not be available to you if you tender Shares in the Offer but will be available to you in the Merger. See Section 17—"Appraisal Rights." However, if the Offer is consummated but the Merger is not consummated, the number of CNET's stockholders and the number of Shares that are still in the hands of the public may be so small that there will no longer be an active public trading market (or, possibly, there may not be any public trading market) for the Shares. Also, as described below, CNET may cease making filings with the SEC or otherwise may not be required to comply with the rules relating to publicly held companies.

See the "Introduction" to this Offer to Purchase and Section 13—"Certain Effects of the Offer."

What is the market value of my Shares as of a recent date?

On May 14, 2008, the last full day of trading before the public announcement of the terms of the Offer and the Merger, the reported closing sales price of the Shares on Nasdaq was $7.95 per Share. On May 21, 2008, the second to last full day of trading before the commencement of the Offer, the reported closing sales price of the Shares on Nasdaq was $11.40 per Share. The Offer Price represents a 48% premium to the average closing sales price of the Shares for the 30 trading days prior to and including May 14, 2008 and a premium of 44.65% over the closing sales price on the last full day of trading before the public announcement of the Offer and the Merger.

We encourage you to obtain a recent quotation for Shares of CNET common stock in deciding whether to tender your Shares.

See Section 6—"Price Range of Shares; Dividends."

What is the "Top-Up Option" and when will it be exercised?

Under the Merger Agreement, if we do not acquire at least 90% of the outstanding Shares in the Offer after our acceptance of, and payment for Shares pursuant to the Offer, we have the option, subject to certain limitations, to purchase from CNET up to a number of additional Shares sufficient to cause us to own one share more than 90% of the Shares then outstanding at a price per Share equal to the Offer Price to enable us to effect a short-form merger. We refer to this option as the "Top-Up Option."

Will I have appraisal rights in connection with the Offer?

No appraisal rights will be available to you in connection with the Offer. However, stockholders will be entitled to appraisal rights in connection with the Merger if they do not tender Shares in the Offer and do not vote in favor of the Merger, subject to and in accordance with Delaware law. Stockholders must properly perfect their right to seek appraisal under Delaware law in connection with the Merger in order to exercise appraisal rights.

See Section 17—"Appraisal Rights."

What will happen to my employee stock options in the Offer?

The Offer is made only for Shares and is not made for any employee stock options to purchase Shares that were granted under any CNET stock plan ("Options"). Pursuant to the Merger Agreement, each Option (vested or unvested) having an exercise price per share that is less than the Offer Price, that is outstanding immediately prior to the effective time of the Merger will be cancelled and terminated and converted at that time into the right to receive an amount in cash, without interest and less any required withholding taxes, equal to the excess of the Offer Price over the per Share exercise price of the Option for each Share subject to the Option. If the exercise price of an Option equals or exceeds the Offer Price, no cash payment will be due and owing and instead such Option will be assumed by CBS as of the effective time of the Merger and converted into an option to purchase shares of CBS common stock based on a ratio specified in the Merger Agreement. See Section 11—"The Merger Agreement—CNET Stock Options."

What are the material United States federal income tax consequences of tendering Shares?

The receipt of cash in exchange for your Shares in the Offer or the Merger will be a taxable transaction for U.S. federal income tax purposes and may also be a taxable transaction under applicable state, local or foreign income or other tax laws. In general, you will recognize capital gain or loss in an amount equal to the difference between the amount of cash you receive and your adjusted tax basis in the Shares sold pursuant to the Offer or exchanged for cash pursuant to the Merger. This capital gain or loss will be long-term capital gain or loss if you have held the Shares for more than one year as of the date of your sale or exchange of the Shares pursuant to the Offer or the Merger. See Section 5—"Certain United States Federal Income Tax Consequences" for a more detailed discussion of the tax treatment of the Offer.

We urge you to consult with your own tax advisor as to the particular tax consequences to you of the Offer and the Merger.

Who should I call if I have questions about the Offer?

You may call MacKenzie Partners, Inc. at (800) 322-2885 (Toll Free), Citigroup Global Markets Inc. at (877) 531-8365 (Toll Free) or UBS Securities LLC at (877) 299-7215 (Toll Free). MacKenzie Partners, Inc. is acting as the information agent (the "Information Agent"), Citigroup Global Markets Inc. is acting as a dealer manager and UBS Securities LLC is acting as a dealer manager (together, the "Dealer Managers") for our tender offer. See the back cover of this Offer to Purchase for additional contact information.

To the Holders of Shares of
Common Stock of CNET Networks, Inc.:

INTRODUCTION

We, Ten Acquisition Corp., a Delaware corporation (the "Purchaser") and a wholly-owned subsidiary of CBS Corporation, a Delaware corporation ("CBS"), are offering to purchase for cash all outstanding shares of common stock, par value $0.0001 per share (including the associated preferred stock purchase rights, the "Shares"), of CNET Networks, Inc., a Delaware corporation ("CNET" or the "Company"), at a price of $11.50 per Share (the "Offer Price"), net to the seller in cash, without interest thereon and less any required withholding taxes, upon the terms and subject to the conditions set forth in this Offer to Purchase and in the related Letter of Transmittal (which collectively, as each may be amended or supplemented from time to time, constitute the "Offer").

We are making the Offer pursuant to an Agreement and Plan of Merger, dated as of May 15, 2008 (as it may be amended from time to time, the "Merger Agreement"), by and among CBS, the Purchaser and CNET. The Merger Agreement provides, among other things, for the making of the Offer and also provides that following the consummation of the Offer and subject to certain conditions, the Purchaser will be merged with and into CNET (the "Merger") with CNET continuing as the surviving corporation, wholly-owned by CBS. Pursuant to the Merger Agreement, at the effective time of the Merger (the "Effective Time"), each Share outstanding immediately prior to the Effective Time (other than Shares held by (i) CBS or the Purchaser, which Shares will be cancelled and cease to exist, (ii) N Holdings I Inc., a subsidiary of CBS, which Shares will be unaffected, or (iii) stockholders who validly exercise their appraisal rights in connection with the Merger as described in Section 17—"Appraisal Rights") will be cancelled and converted into the right to receive an amount in cash equal to the highest price per Share paid in the Offer, without interest thereon and less any required withholding taxes. The Merger Agreement is more fully described in Section 11—"The Merger Agreement," which also contains a discussion of the treatment of employee stock options.

Tendering stockholders who are record owners of their Shares and who tender directly to the Depositary (as defined below) will not be obligated to pay brokerage fees or commissions or, except as otherwise provided in Instruction 6 of the Letter of Transmittal, stock transfer taxes with respect to the purchase of Shares by the Purchaser pursuant to the Offer. Stockholders who hold their Shares through a broker, banker or other nominee should consult such institution as to whether it charges any service fees or commissions.

The CNET Board of Directors, among other things, has unanimously (i) approved and declared advisable the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, (ii) determined that the terms of the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, are fair to and in the best interests of CNET and the stockholders of CNET, and (iii) recommended that the holders of the Shares accept the Offer and tender their Shares pursuant to the Offer and, if necessary, adopt the Merger Agreement.

The Offer is conditioned upon, among other things, (i) the satisfaction of the Minimum Tender Condition (as described below) and (ii) the expiration or termination of all statutory waiting periods (and any extensions thereof) applicable to the Offer under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), any applicable German laws regulating antitrust, competition or merger control and any other applicable foreign laws regulating antitrust, competition or merger control, other than such approvals for which the failure to obtain would be immaterial to CNET and its subsidiaries, taken as a whole, or to CBS and its subsidiaries, taken as a whole (the "Regulatory Condition"). The Minimum Tender Condition requires that the number of Shares that has been validly tendered (other than Shares tendered by guaranteed delivery where actual delivery has not occurred) and not withdrawn prior to the expiration of the Offer represent more than 50% of the then issued and outstanding Shares on a fully diluted basis. The Offer also is subject to other conditions set forth in this Offer to Purchase. See Section 15—"Certain Conditions of the Offer." The Merger Agreement provides that if CNET shall have so requested in writing no less than two business days prior to the initial expiration date,

we must extend the Offer for the period of time stated in CNET's written request (which period shall not exceed 10 business days beyond the initial expiration date), notwithstanding the satisfaction or waiver of all of the conditions of the Offer on or prior to the initial expiration date.

CNET has advised CBS that Morgan Stanley & Co. Incorporated ("Morgan Stanley"), CNET's financial advisor, rendered its written opinion to CNET's Board of Directors to the effect that, as of May 15, 2008 and based upon and subject to the factors and assumptions set forth therein, the Offer Price to be received by the holders of Shares pursuant to the Merger Agreement was fair from a financial point of view to such holders (other than CBS and its affiliates). **The full text of the written opinion of Morgan Stanley, dated as of May 15, 2008, which sets forth the assumptions made, procedures followed, matters considered and limitations on the review undertaken in connection with such opinion, is attached as Annex II to CNET's Solicitation/ Recommendation Statement on Schedule 14D-9 to be filed with the Securities and Exchange Commission (the "SEC") and which will be mailed to CNET's stockholders with this Offer to Purchase. Morgan Stanley provided its opinion for the information and assistance of CNET's Board of Directors in connection with its consideration of the Offer and the Merger. The opinion of Morgan Stanley does not constitute a recommendation as to whether or not you should tender Shares in connection with the Offer or how you should vote with respect to the adoption of the Merger Agreement or any other matter.**

Consummation of the Merger is conditioned upon, among other things, the adoption of the Merger Agreement by the requisite vote of stockholders of CNET, if required by Delaware law. Under Delaware law, the affirmative vote of a majority of the outstanding Shares is the only vote of any class or series of CNET's capital stock that would be necessary to adopt the Merger Agreement at any required meeting of CNET's stockholders. If we purchase Shares in the Offer, we will have sufficient voting power to approve the Merger without the affirmative vote of any other stockholder of CNET. In addition, Delaware law provides that if a corporation owns at least 90% of the outstanding shares of each class of a subsidiary corporation, the corporation holding such stock may merge such subsidiary into itself, or itself into such subsidiary, without any action or vote on the part of the board of directors or the stockholders of such other corporation. Under the Merger Agreement, if, after the expiration of the Offer or the expiration of any subsequent offering period, the Purchaser owns at least 90% of the outstanding Shares (including Shares issued pursuant to the Top-Up Option), CBS and CNET are required to take all necessary and appropriate action to cause the Merger to become effective, without a meeting of the holders of Shares, in accordance with Section 253 of the Delaware General Corporation Law (the "DGCL").

This Offer to Purchase and the related Letter of Transmittal contain important information that should be read carefully before any decision is made with respect to the Offer.

THE TENDER OFFER

1. Terms of the Offer.

The Purchaser is offering to purchase all of the outstanding Shares of CNET. According to CNET, as of May 13, 2008, there were 152,383,712 Shares issued and outstanding and 18,009,113 Shares reserved and available for issuance upon, or otherwise deliverable in connection with, the exercise of outstanding options.

Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of such extension or amendment), we will accept for payment and promptly pay for all Shares validly tendered prior to the Expiration Date and not properly withdrawn as permitted under Section 4—"Withdrawal Rights." The term "Expiration Date" means 12:00 midnight, New York City time, at the end of Friday, June 20, 2008, unless we, in accordance with the Merger Agreement, extend the period during which the Offer is open, in which event the term "Expiration Date" means the latest time and date at which the Offer, as so extended, expires.

The Offer is conditioned upon, among other things, the satisfaction of the Minimum Tender Condition and the other conditions described in Section 15 —"Certain Conditions of the Offer."

The Merger Agreement provides that we may, without the consent of CNET, (i) extend the Offer for one or more periods if, on the initial expiration date or any extended expiration date, any condition of the Offer is not satisfied and the Merger Agreement has not been terminated in accordance with its terms, and (ii) elect to provide for a subsequent offering period (and one or more extensions thereof) in accordance with Rule 14d-11 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), following the time for acceptance of the tendered Shares (the "Acceptance Time"). In addition, on the initial expiration date or any subsequent date as of which the Offer is scheduled to expire, if the Minimum Tender Condition or the Regulatory Condition is not satisfied, then, to the extent requested in writing by CNET no less than two business days prior to the applicable expiration date, we must extend the Offer for one or more periods ending no later than the Outside Date, to permit such conditions of the Offer to be satisfied; provided, that no individual extension will be for a period of more than 10 business days and that we will not be required to extend the Offer to a date beyond the date which is 20 business days after the date on which the Regulatory Condition is satisfied. Also, if CNET shall have so requested in writing no less than two business days prior to the initial expiration date, we must extend the Offer for the period of time stated in CNET's written request (which period shall not exceed 10 business days beyond the initial expiration date), notwithstanding the satisfaction or waiver of all of the conditions of the Offer on or prior to the initial expiration date. Further, if immediately following the Acceptance Time, we (together with CBS and our respective subsidiaries and affiliates) own more than 80% but less than 90% of the Shares outstanding at that time (which shares beneficially owned shall include shares tendered in the Offer and not withdrawn), to the extent reasonably requested by CNET, we will provide for a subsequent offering period of at least 10 business days. Under the Merger Agreement, we also will extend the Offer for any period required by any rule, regulation, interpretation or position of the SEC or the staff thereof or Nasdaq Global Market applicable to the Offer, provided that we will not be required to extend the Offer beyond September 15, 2008 (the "Outside Date").

We have agreed in the Merger Agreement that, without the consent of CNET, we will not (i) reduce the number of Shares sought to be purchased by the Purchaser in the Offer, (ii) reduce the Offer Price, (iii) waive the Minimum Tender Condition, (iv) add to, modify or supplement any of the conditions to the Offer (as set forth in Section 15—"Certain Conditions of the Offer") or the terms of the Offer in a manner that adversely affects, or would reasonably be expected to adversely affect, the holders of Shares, (v) extend or otherwise change the expiration date of the Offer, except as described above, or (vi) change the form of the consideration payable in the Offer.

If we extend the Offer, are delayed in our acceptance for payment of or payment (whether before or after our acceptance for payment for Shares) for Shares or are unable to accept Shares for payment pursuant to the Offer for any reason, then, without prejudice to our rights under the Offer, the Depositary may retain tendered Shares on our behalf, and such Shares may not be withdrawn except to the extent that tendering stockholders are entitled to withdrawal rights as described herein under Section 4—"Withdrawal Rights." However, our ability to delay the payment for Shares that we have accepted for payment is limited by Rule 14e-1(c) under the Exchange Act, which requires us to pay the consideration offered or return the securities deposited by or on behalf of stockholders promptly after the termination or withdrawal of the Offer.

Except as set forth above, and subject to the applicable rules and regulations of the SEC, we expressly reserve the right to waive any condition to the Offer (other than the Minimum Tender Condition, which may not be waived without CNET's prior consent), increase the Offer Price and/or modify the other terms of the Offer. Any extension, delay, termination or amendment of the Offer will be followed as promptly as practicable by public announcement thereof, and such announcement in the case of an extension will be made no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date. Without limiting the manner in which we may choose to make any public announcement, we currently intend to make announcements regarding the Offer by issuing a press release and making any appropriate filing with the SEC.

If we make a material change in the terms of the Offer or the information concerning the Offer or if we waive a material condition of the Offer, we will disseminate additional tender offer materials and extend the Offer if and to the extent required by Rules 14d-4(d)(1), 14d-6(c) and 14e-1 under the Exchange Act. The

minimum period during which an offer must remain open following material changes in the terms of the Offer or information concerning the Offer, other than a change in price or a change in percentage of securities sought, will depend upon the facts and circumstances, including the relative materiality of the terms or information changes. In the SEC's view, an offer should remain open for a minimum of five business days from the date the material change is first published, sent or given to stockholders, and with respect to a change in price or a change in percentage of securities sought, a minimum ten business day period generally is required to allow for adequate dissemination to stockholders and investor response.

If, on or before the Expiration Date, we increase the consideration being paid for Shares accepted for payment in the Offer, such increased consideration will be paid to all stockholders whose Shares are purchased in the Offer, whether or not such Shares were tendered before the announcement of the increase in consideration.

We expressly reserve the right, in our sole discretion, subject to the terms and conditions of the Merger Agreement and the applicable rules and regulations of the SEC, not to accept for payment any Shares if, at the expiration of the Offer, any of the conditions to the Offer have not been satisfied or upon the occurrence of any of the events set forth in Section 15—"Certain Conditions of the Offer." Under certain circumstances, we may terminate the Merger Agreement and the Offer.

After the expiration of the Offer and acceptance of the Shares tendered in, and not withdrawn from, the Offer, the Merger Agreement may require us to or we may otherwise decide to provide one or more subsequent offering periods. A subsequent offering period, if included, will be an additional period of up to 20 business days beginning on the next business day following the Expiration Date, during which any remaining stockholders may tender, but not withdraw, their Shares and receive the Offer Price. If we include a subsequent offering period, we will immediately accept and promptly pay for all Shares that were validly tendered during the initial offering period. During a subsequent offering period, tendering stockholders will not have withdrawal rights, and we will immediately accept and promptly pay for any Shares tendered during the subsequent offering period.

Other than as may be required by the terms of the Merger Agreement, we do not currently intend to provide a subsequent offering period for the Offer, although we reserve the right to do so. If we elect to provide or extend any subsequent offering period, a public announcement of such inclusion or extension will be made no later than 9:00 a.m., New York City time, on the next business day following the Expiration Date or date of termination of any prior subsequent offering period.

Under the Merger Agreement, if we do not acquire at least 90% of the outstanding Shares in the Offer after our acceptance of, and payment for, Shares pursuant to the Offer, we have the option (the "Top-Up Option"), exercisable upon the terms and conditions set forth in the Merger Agreement, to purchase from CNET up to that number of Shares equal to a number of Shares that, when added to the number of Shares directly or indirectly owned by CBS at the time of such exercise, will constitute one share more than 90% of the Shares outstanding immediately after exercise of the Top-Up Option at a price per Share equal to the Offer Price.

CNET has provided us with CNET's stockholder list and security position listings for the purpose of disseminating the Offer to holders of Shares. This Offer to Purchase and the related Letter of Transmittal, together with the Schedule 14D-9, will be mailed to record holders of Shares whose names appear on CNET's stockholder list and will be furnished, for subsequent transmittal to beneficial owners of Shares, to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing.

2. Acceptance for Payment and Payment for Shares.

Subject to the satisfaction or waiver of all the conditions to the Offer set forth in Section 15—"Certain Conditions of the Offer," we will accept for payment and promptly pay for Shares validly tendered and not withdrawn pursuant to the Offer on or after the Expiration Date. If we commence a subsequent offering period in

connection with the Offer, we will immediately accept for payment and promptly pay for all additional Shares tendered during such subsequent offering period, subject to and in compliance with the requirements of Rule 14d-11(e) under the Exchange Act. Subject to compliance with Rule 14e-1(c) under the Exchange Act, we expressly reserve the right to delay payment for Shares in order to comply in whole or in part with any applicable law, including, without limitation, the HSR Act, any applicable German antitrust, competition or merger control laws and any other applicable foreign antitrust, competition or merger control laws. See Section 16—"Certain Legal Matters; Regulatory Approvals."

In all cases, we will pay for Shares accepted for payment pursuant to the Offer only after timely receipt by the Depositary of (i) the certificates evidencing such Shares (the "Share Certificates") or confirmation of a book-entry transfer of such Shares (a "Book-Entry Confirmation") into the Depositary's account at The Depository Trust Company (the "Book-Entry Transfer Facility") pursuant to the procedures set forth in Section 3— "Procedures for Accepting the Offer and Tendering Shares," (ii) the Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed, with any required signature guarantees or, in the case of a book-entry transfer, an Agent's Message (as defined below) in lieu of the Letter of Transmittal and (iii) any other documents required by the Letter of Transmittal. Accordingly, tendering stockholders may be paid at different times depending upon when Share Certificates or Book-Entry Confirmations with respect to Shares are actually received by the Depositary.

The term "Agent's Message" means a message, transmitted by the Book-Entry Transfer Facility to and received by the Depositary and forming a part of a Book-Entry Confirmation, that states that the Book-Entry Transfer Facility has received an express acknowledgment from the participant in the Book-Entry Transfer Facility tendering the Shares that are the subject of such Book-Entry Confirmation, that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that the Purchaser may enforce such agreement against such participant.

For purposes of the Offer, we will be deemed to have accepted for payment, and thereby purchased, Shares validly tendered and not withdrawn as, if and when we give oral or written notice to the Depositary of our acceptance for payment of such Shares pursuant to the Offer. Upon the terms and subject to the conditions of the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the Offer Price for such Shares with the Depositary, which will act as agent for tendering stockholders for the purpose of receiving payments from us and transmitting such payments to tendering stockholders whose Shares have been accepted for payment. If we extend the Offer, are delayed in our acceptance for payment of Shares or are unable to accept Shares for payment pursuant to the Offer for any reason, then, without prejudice to our rights under the Offer, the Depositary may retain tendered Shares on our behalf, and such Shares may not be withdrawn except to the extent that tendering stockholders are entitled to withdrawal rights as described herein under Section 4—"Withdrawal Rights" and as otherwise required by Rule 14e-1(c) under the Exchange Act. **Under no circumstances will we pay interest on the purchase price for Shares by reason of any extension of the Offer or any delay in making such payment.**

If any tendered Shares are not accepted for payment for any reason pursuant to the terms and conditions of the Offer, or if Share Certificates are submitted evidencing more Shares than are tendered, Share Certificates evidencing unpurchased Shares will be returned, without expense to the tendering stockholder (or, in the case of Shares tendered by book-entry transfer into the Depositary's account at the Book-Entry Transfer Facility pursuant to the procedure set forth in Section 3—"Procedures for Accepting the Offer and Tendering Shares," such Shares will be credited to an account maintained at the Book-Entry Transfer Facility), as promptly as practicable following the expiration or termination of the Offer.

3. Procedures for Accepting the Offer and Tendering Shares.

Valid Tenders. In order for a stockholder validly to tender Shares pursuant to the Offer, either (i) the Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed, together with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message in lieu of the Letter of

Transmittal) and any other documents required by the Letter of Transmittal must be received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase and either (A) the Share Certificates evidencing tendered Shares must be received by the Depositary at such address or (B) such Shares must be tendered pursuant to the procedure for book-entry transfer described below and a Book-Entry Confirmation must be received by the Depositary, in each case prior to the Expiration Date, or (ii) the tendering stockholder must comply with the guaranteed delivery procedures described below under "Guaranteed Delivery."

Book-Entry Transfer. The Depositary will establish an account with respect to the Shares at the Book-Entry Transfer Facility for purposes of the Offer within two business days after the date of this Offer to Purchase. Any financial institution that is a participant in the system of the Book-Entry Transfer Facility may make a book-entry delivery of Shares by causing the Book-Entry Transfer Facility to transfer such Shares into the Depositary's account at the Book-Entry Transfer Facility in accordance with the Book-Entry Transfer Facility's procedures for such transfer. However, although delivery of Shares may be effected through book-entry transfer at the Book-Entry Transfer Facility, either the Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed, together with any required signature guarantees, or an Agent's Message in lieu of the Letter of Transmittal, and any other required documents, must, in any case, be received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase prior to the Expiration Date, or the tendering stockholder must comply with the guaranteed delivery procedure described below. Delivery of documents to the Book-Entry Transfer Facility does not constitute delivery to the Depositary.

Signature Guarantees. No signature guarantee is required on the Letter of Transmittal (i) if the Letter of Transmittal is signed by the registered holder(s) (which term, for purposes of this Section 3, includes any participant in the Book-Entry Transfer Facility's systems whose name appears on a security position listing as the owner of the Shares) of the Shares tendered therewith, unless such holder has completed either the box entitled "Special Delivery Instructions" or the box entitled "Special Payment Instructions" on the Letter of Transmittal or (ii) if the Shares are tendered for the account of a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a participant in the Security Transfer Agents Medallion Program or any other "eligible guarantor institution," as such term is defined in Rule 17Ad-15 of the Exchange Act (each an "Eligible Institution" and collectively "Eligible Institutions"). In all other cases, all signatures on a Letter of Transmittal must be guaranteed by an Eligible Institution. See Instruction 1 of the Letter of Transmittal. If a Share Certificate is registered in the name of a person or persons other than the signer of the Letter of Transmittal, or if payment is to be made or delivered to, or a Share Certificate not accepted for payment or not tendered is to be issued in, the name(s) of a person other than the registered holder(s), then the Share Certificate must be endorsed or accompanied by appropriate duly executed stock powers, in either case signed exactly as the name(s) of the registered holder(s) appear on the Share Certificate, with the signature(s) on such Share Certificate or stock powers guaranteed by an Eligible Institution as provided in the Letter of Transmittal. See Instructions 1 and 5 of the Letter of Transmittal.

Guaranteed Delivery. If a stockholder desires to tender Shares pursuant to the Offer and the Share certificates evidencing such stockholder's Shares are not immediately available or such stockholder cannot deliver the Share Certificates and all other required documents to the Depositary prior to the Expiration Date, or such stockholder cannot complete the procedure for delivery by book-entry transfer on a timely basis, such Shares may nevertheless be tendered, provided that all of the following conditions are satisfied:

- such tender is made by or through an Eligible Institution;
- a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form made available by us, is received prior to the Expiration Date by the Depositary as provided below; and
- the Share Certificates (or a Book-Entry Confirmation) evidencing all tendered Shares, in proper form for transfer, in each case together with the Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message), and any other documents required by the Letter of

Transmittal are received by the Depositary within three trading days after the date of execution of such Notice of Guaranteed Delivery.

The Notice of Guaranteed Delivery may be delivered by hand or transmitted by manually signed facsimile transmission or mailed to the Depositary and must include a guarantee by an Eligible Institution in the form set forth in the form of Notice of Guaranteed Delivery made available by the Purchaser.

Notwithstanding any other provision of this Offer, payment for Shares accepted pursuant to the Offer will in all cases only be made after timely receipt by the Depositary of (i) certificates evidencing such Shares or a Book-Entry Confirmation of a book-entry transfer of such Shares into the Depositary's account at the Book-Entry Transfer Facility pursuant to the procedures set forth in this Section 3, (ii) the Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed, with any required signature guarantees or, in the case of a book-entry transfer, an Agent's Message in lieu of the Letter of Transmittal and (iii) any other documents required by the Letter of Transmittal. Accordingly, tendering stockholders may be paid at different times depending upon when Share Certificates or Book-Entry Confirmations with respect to Shares are actually received by the Depositary.

The method of delivery of Share Certificates, the Letter of Transmittal and all other required documents, including delivery through the Book-Entry Transfer Facility, is at the option and risk of the tendering stockholder, and the delivery will be deemed made only when actually received by the Depositary (including, in the case of a book-entry transfer, receipt of a Book-Entry Confirmation). If delivery is by mail, registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.

The tender of Shares pursuant to any one of the procedures described above will constitute the tendering stockholder's acceptance of the Offer, as well as the tendering stockholder's representation and warranty that such stockholder has the full power and authority to tender and assign the Shares tendered, as specified in the Letter of Transmittal. Our acceptance for payment of Shares tendered pursuant to the Offer will constitute a binding agreement between the tendering stockholder and us upon the terms and subject to the conditions of the Offer.

Determination of Validity. All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by us, in our sole discretion, which determination shall be final and binding on all parties. We reserve the absolute right to reject any and all tenders determined by us not to be in proper form or the acceptance for payment of which may, in the opinion of our counsel, be unlawful. We also reserve the absolute right to waive any defect or irregularity in the tender of any Shares of any particular stockholder, whether or not similar defects or irregularities are waived in the case of other stockholders. No tender of Shares will be deemed to have been validly made until all defects and irregularities have been cured or waived to our satisfaction. None of the Purchaser, the Depositary, the Dealer Managers, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in tenders or incur any liability for failure to give any such notification. Our interpretation of the terms and conditions of the Offer (including the Letter of Transmittal and the instructions thereto) will be final and binding.

Appointment. By executing the Letter of Transmittal as set forth above, the tendering stockholder will irrevocably appoint designees of the Purchaser as such stockholder's attorneys-in-fact and proxies in the manner set forth in the Letter of Transmittal, each with full power of substitution, to the full extent of such stockholder's rights with respect to the Shares tendered by such stockholder and accepted for payment by the Purchaser and with respect to any and all other Shares or other securities or rights issued or issuable in respect of such Shares. All such powers of attorney and proxies will be considered irrevocable and coupled with an interest in the tendered Shares. Such appointment will be effective when, and only to the extent that, we accept for payment Shares tendered by such stockholder as provided herein. Upon such appointment, all prior powers of attorney, proxies and consents given by such stockholder with respect to such Shares or other securities or rights will,

without further action, be revoked and no subsequent powers of attorney, proxies, consents or revocations may be given by such stockholder (and, if given, will not be deemed effective). The designees of the Purchaser will thereby be empowered to exercise all voting and other rights with respect to such Shares and other securities or rights, including, without limitation, in respect of any annual, special or adjourned meeting of CNET's stockholders, actions by written consent in lieu of any such meeting or otherwise, as they in their sole discretion deem proper. We reserve the right to require that, in order for Shares to be deemed validly tendered, immediately upon the our acceptance for payment of such Shares, the Purchaser must be able to exercise full voting, consent and other rights with respect to such Shares and other related securities or rights, including voting at any meeting of stockholders.

Backup Withholding. Under the "backup withholding" provisions of United States federal income tax law, the Depositary may be required to withhold and pay over to the Internal Revenue Service a portion of the amount of any payments pursuant to the Offer. In order to prevent backup federal income tax withholding with respect to payments to certain stockholders of the Offer Price for Shares purchased pursuant to the Offer, each such stockholder must provide the Depositary with such stockholder's correct taxpayer identification number ("TIN") and certify that such stockholder is not subject to backup withholding by completing the Substitute Form W-9 in the Letter of Transmittal. Certain stockholders (including, among others, all corporations and certain foreign individuals and entities) may not be subject to backup withholding. If a stockholder does not provide its correct TIN or fails to provide the certifications described above, the Internal Revenue Service may impose a penalty on the stockholder and payment to the stockholder pursuant to the Offer may be subject to backup withholding. All stockholders surrendering Shares pursuant to the Offer who are U.S. persons (as defined for U.S. federal income tax purposes) should complete and sign the Substitute Form W-9 included in the Letter of Transmittal to provide the information necessary to avoid backup withholding. Foreign stockholders should complete and sign the appropriate Form W-8 (a copy of which may be obtained from the Depositary) in order to avoid backup withholding. Such stockholders should consult a tax advisor to determine which Form W-8 is appropriate. See Instruction 8 of the Letter of Transmittal.

4. Withdrawal Rights.

Except as otherwise provided in this Section 4, tenders of Shares made pursuant to the Offer are irrevocable.

Shares tendered pursuant to the Offer may be withdrawn at any time prior to the Expiration Date and, unless theretofore accepted for payment by the Purchaser pursuant to the Offer, may also be withdrawn at any time after July 21, 2008.

For a withdrawal to be effective, a written, telegraphic or facsimile transmission notice of withdrawal must be timely received by the Depositary at one of its addresses set forth on the back cover page of this Offer to Purchase. Any such notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of such Shares, if different from that of the person who tendered such Shares. If Share certificates evidencing Shares to be withdrawn have been delivered or otherwise identified to the Depositary, then, prior to the physical release of such Share certificates, the serial numbers shown on such Share certificates must be submitted to the Depositary and the signature(s) on the notice of withdrawal must be guaranteed by an Eligible Institution, unless such Shares have been tendered for the account of an Eligible Institution. If Shares have been tendered pursuant to the procedure for book-entry transfer as set forth in Section 3—"Procedures for Accepting the Offer and Tendering Shares," any notice of withdrawal must also specify the name and number of the account at the Book-Entry Transfer Facility to be credited with the withdrawn Shares.

Withdrawals of Shares may not be rescinded. Any Shares properly withdrawn will thereafter be deemed not to have been validly tendered for purposes of the Offer. However, withdrawn Shares may be re-tendered by again following one of the procedures described in Section 3—"Procedures for Accepting the Offer and Tendering Shares" at any time prior to the Expiration Date.

No withdrawal rights will apply to Shares tendered during a subsequent offering period and no withdrawal rights apply during the subsequent offering period with respect to Shares tendered in the Offer and accepted for payment. See Section 1—"Terms of the Offer."

We will determine, in our sole discretion, all questions as to the form and validity (including time of receipt) of any notice of withdrawal and our determination will be final and binding. None of the Purchaser, the Depositary, the Dealer Managers, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give any such notification.

5. Certain United States Federal Income Tax Consequences.

The following is a summary of certain United States federal income tax consequences of the Offer and the Merger to stockholders of CNET whose Shares are tendered and accepted for payment pursuant to the Offer or whose Shares are converted into the right to receive cash in the Merger. The discussion is for general information only and does not purport to consider all aspects of United States federal income taxation that might be relevant to stockholders of CNET. The discussion is based on current provisions of the Internal Revenue Code of 1986, as amended (the "Code"), existing, proposed and temporary regulations thereunder and administrative and judicial interpretations thereof, all of which are subject to change, possibly with a retroactive effect. The discussion applies only to stockholders of CNET in whose hands Shares are capital assets within the meaning of Section 1221 of the Code. This discussion does not apply to Shares held as part of a hedge, straddle or conversion transaction, Shares acquired under CNET's Employee Stock Purchase Plan or Shares received pursuant to the exercise of employee stock options or otherwise as compensation, or to certain types of stockholders (such as insurance companies, tax-exempt organizations, financial institutions and broker-dealers) who may be subject to special rules. This discussion does not discuss the United States federal income tax consequences to any stockholder of CNET who, for United States federal income tax purposes, is a nonresident alien individual, a foreign corporation, a foreign partnership or a foreign estate or trust, nor does it consider the effect of any foreign, state or local tax laws. This summary assumes that the Shares are not United States real property interests within the meaning of Section 897 of the Code.

Because individual circumstances may differ, each stockholder should consult its, his or her own tax advisor to determine the applicability of the rules discussed below and the particular tax effects of the Offer and the Merger on a beneficial holder of Shares, including the application and effect of the alternative minimum tax and any state, local and foreign tax laws and of changes in such laws.

The exchange of Shares for cash pursuant to the Offer or the Merger will be a taxable transaction for United States federal income tax purposes. In general, a stockholder who sells Shares pursuant to the Offer or receives cash in exchange for Shares pursuant to the Merger will recognize gain or loss for United States federal income tax purposes in an amount equal to the difference, if any, between the amount of cash received (determined before the deduction of any withholding tax) and the stockholder's adjusted tax basis in the Shares sold pursuant to the Offer or exchanged for cash pursuant to the Merger. Gain or loss will be determined separately for each block of Shares (that is, Shares acquired at the same cost in a single transaction) tendered pursuant to the Offer or exchanged for cash pursuant to the Merger. Such gain or loss will be long-term capital gain or loss provided that a stockholder's holding period for such Shares is more than one year at the time of consummation of the Offer or the Merger, as the case may be. Capital gains recognized by an individual upon a disposition of a Share that has been held for more than one year generally will be subject to a maximum United States federal income tax rate of 15%. In the case of a Share that has been held for one year or less, such capital gains generally will be subject to tax at ordinary income tax rates. Certain limitations apply to the use of a stockholder's capital losses.

A stockholder whose Shares are purchased in the Offer or exchanged for cash pursuant to the Merger is subject to information reporting and may be subject to backup withholding unless certain information is provided to the Depositary or an exemption applies. See Section 3—"Procedures for Accepting the Offer and Tendering Shares."

6. Price Range of Shares; Dividends.

The Shares currently trade on the NASDAQ Global Market ("Nasdaq") under the symbol "CNET." According to CNET, as of May 13, 2008, there were 152,383,712 Shares issued and outstanding and 18,009,113 Shares reserved and available for issuance upon, or otherwise deliverable in connection with, the exercise of outstanding options.

The following table sets forth, for the periods indicated, the high and low sales prices per Share as reported by Nasdaq based on published financial sources.

	High	Low
Year Ended December 31, 2006		
First Quarter	$16.09	$12.72
Second Quarter	$14.35	$ 7.50
Third Quarter	$10.15	$ 7.07
Fourth Quarter	$ 9.98	$ 8.22
Year Ended December 31, 2007		
First Quarter	$ 9.50	$ 8.02
Second Quarter	$ 9.88	$ 8.15
Third Quarter	$ 8.94	$ 6.90
Fourth Quarter	$ 9.39	$ 7.12
Year Ending December 31, 2008		
First Quarter	$ 9.60	$ 6.47
Second Quarter (through May 21, 2008)	$11.80	$ 7.01

On May 14, 2008, the last full day of trading before the public announcement of the terms of the Offer and the Merger, the reported closing sales price of the Shares on Nasdaq was $7.95 per Share. On May 21, 2008, the second to last full day of trading before the commencement of the Offer, the reported closing sales price of the Shares on Nasdaq was $11.40 per Share. The Offer Price represents a 48% premium to the average closing sales price of the Shares for the 30 trading days prior to and including May 14, 2008 and a premium of 44.65% over the closing sales price on the last full day of trading before the public announcement of the Offer and the Merger. CNET has never paid any dividends on the Shares. **Stockholders are urged to obtain a current market quotation for the Shares.**

7. Certain Information Concerning CNET.

Except as specifically set forth herein, the information concerning CNET contained in this Offer to Purchase has been taken from or is based upon information furnished by CNET or its representatives or upon publicly available documents and records on file with the SEC and other public sources. The summary information set forth below is qualified in its entirety by reference to CNET's public filings with the SEC (which may be obtained and inspected as described below) and should be considered in conjunction with the more comprehensive financial and other information in such reports and other publicly available information. We have no knowledge that would indicate that any statements contained herein based on such documents and records are untrue. However, we do not assume any responsibility for the accuracy or completeness of the information concerning CNET, whether furnished by CNET or contained in such documents and records, or for any failure by CNET to disclose events which may have occurred or which may affect the significance or accuracy of any such information but which are unknown to us.

General. CNET is a Delaware corporation with its principal offices located at 235 Second Street, San Francisco, California 94105 USA. The telephone number for CNET is (415) 344-2000. According to CNET's Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2008, CNET is an interactive media

company that builds brands for people and the things they are passionate about, such as gaming, music, entertainment, technology, business, food and parenting. CNET's leading brands include BNET, CNET, GameSpot, TV.com, CHOW, ZDNet, TechRepublic, MP3.com and UrbanBaby.

Available Information. The Shares are registered under the Exchange Act. Accordingly, CNET is subject to the information reporting requirements of the Exchange Act and, in accordance therewith, is required to file periodic reports, proxy statements and other information with the SEC relating to its business, financial condition and other matters. Information as of particular dates concerning CNET's directors and officers, their remuneration, stock options granted to them, the principal holders of CNET's securities, any material interests of such persons in transactions with CNET and other matters is required to be disclosed in proxy statements, the last one having been filed with the SEC on April 30, 2007 and distributed to CNET's stockholders. Such information also will be available in CNET's Solicitation/Recommendation Statement on Schedule 14D-9 and the Information Statement annexed thereto. Such reports, proxy statements and other information are available for inspection at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. Copies of such information may be obtainable by mail, upon payment of the SEC's customary charges, by writing to the SEC at 100 F Street, N.E., Washington, D.C. 20549-0213. The SEC also maintains a web site on the Internet at *www.sec.gov* that contains reports, proxy statements and other information regarding registrants, including CNET, that file electronically with the SEC.

Summary Financial Information. Set forth below is certain summary financial information for CNET and its consolidated subsidiaries excerpted from CNET's Annual Report on Form 10-K for the fiscal year ended December 31, 2007, its Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2008, and its Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2007. More comprehensive financial information is included in such reports and other documents filed by CNET with the SEC, and the following summary is qualified in its entirety by reference to such reports and other documents and all of the financial information and notes contained therein. Copies of such reports and other documents may be examined at or obtained from the SEC in the manner set forth above.

	Three Months Ended March 31,		Year Ended December 31,	
	2008	2007	2007	2006
	(In thousands, except per share amounts)			
Operating Data				
Total revenues	$ 91,420	$ 89,077	$ 405,895	$ 369,259
Income (loss) from continuing operations	$ (6,065)	$ (8,258)	$ 192,273	$ 5,987
Net income (loss)	$ (6,087)	$ (9,118)	$ 172,505	$ 6,836
Basic net income (loss) per share	$ (0.04)	$ (0.06)	$ 1.14	$ 0.05
Diluted net income (loss) per share	$ (0.04)	$ (0.06)	$ 1.13	$ 0.04

	At March 31,		At December 31,	
	2008	2007	2007	2006
	(In thousands)			
Balance Sheet Data				
Total assets	$ 636,862	$ 432,082	$ 633,484	$ 433,807
Total liabilities	$ 140,866	$ 141,149	$ 139,301	$ 169,464
Stockholders' equity	$ 495,996	$ 290,933	$ 494,183	$ 264,343

In the first quarter of 2008, CNET determined that it had overstated both its deferred tax assets and stockholders' equity at December 31, 2007 by $4.8 million. The effect of these revisions on results for the year ended December 31, 2007 was a $4.0 million reduction in income from continuing operations, a $4.0 million reduction in net income and a $0.03 reduction in basic and diluted net income per share. Amounts reported above as of December 31, 2007 and for the year then ended reflect these revisions, as presented in the Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2008.

Financial Projections. Financial projections with respect to revenue and EBITDA, as defined below, for the years 2008-2010, prepared by CNET's management, were made available to us in connection with our due diligence review of CNET.

CNET has advised us that its financial projections reflect numerous estimates and assumptions with respect to industry performance, general business, economic, regulatory, market and financial conditions and other future events, as well as matters specific to CNET's business, all of which are difficult to predict and many of which are beyond CNET's control. These financial projections are subjective in many respects and thus are susceptible to multiple interpretations and periodic revisions based on actual experience and business developments. As such, these financial projections constitute forward-looking information and are subject to risks and uncertainties that could cause actual results to differ materially from the results forecasted in such projections, including the various risks set forth in CNET's periodic reports. There can be no assurance that the projected results will be realized or that actual results will not be significantly higher or lower than projected. The financial projections cover multiple years and such information by its nature becomes less reliable with each successive year.

CNET has advised us that the financial projections were prepared solely for internal use and not with a view toward public disclosure or toward complying with generally accepted accounting principles, the published guidelines of the SEC regarding projections or the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of prospective financial information. The financial projections included below were prepared by, and are the responsibility of, CNET's management. CNET has advised us that neither its independent registered public accounting firm, nor any other independent accountants, have compiled, examined or performed any procedures with respect to the financial projections included below, nor have they expressed any opinion or any other form of assurance on such information or its achievability, and they assume no responsibility for, and disclaim any association with, the financial projections.

The inclusion of the financial projections herein will not be deemed an admission or representation by CNET or us that they are viewed by CNET or us as material information of CNET. Further, CBS assumes no responsibility for the financial projections.

The financial projections do not take into account any circumstances or events occurring after the date they were prepared, including the announcement of the acquisition of CNET by us pursuant to the Offer and the Merger. Further, the financial projections do not take into account the effect of any failure to occur of the Offer or the Merger and should not be viewed as accurate or continuing in that context. CNET has neither updated or revised nor intends to update or otherwise revise the financial projections to reflect circumstances existing since their preparation or to reflect the occurrence of unanticipated events even in the event that any or all of the underlying assumptions are shown to be in error.

CNET'S Projected Financial Information

	Year Ending December 31,		
	2008	2009	2010
	(dollars in thousands)		
Revenue	$ 446,273	$ 516,242	$ 585,076
EBITDA	$ 92,806	$ 132,040	$ 175,853

EBITDA, as defined by CNET, is net income before interest, taxes, depreciation, amortization, stock compensation expense, restructuring charges, realized gains on privately-held investments, stockholder proposals and stock option investigation related costs, net, and loss from discontinued operations.

For a discussion of the assumptions used by CNET in preparing the projected financial information and the reconciliation provided below, see Item 8(h) —"Additional Information—Projected Financial Information" of the Solicitation/Recommendation Statement of CNET filed on Schedule 14D-9 with the SEC.

Non-GAAP Financial Measures. The CNET financial projections include a projection of CNET's EBITDA. EBITDA is not a financial measurement prepared in accordance with U.S. GAAP. Accordingly, EBITDA should not be considered as a substitute for net earnings (loss) or other income or cash flow data prepared in accordance with U.S. GAAP. These projections of EBITDA as well as the revenue projections are provided herein because

they were provided to CBS by CNET in connection with the potential transaction. Because EBITDA excludes some, but not all, items that affect net income and may vary among companies, the EBITDA presented by CNET may not be comparable to similarly titled measures of other companies. A reconciliation from net income, a financial measurement prepared in accordance with U.S. GAAP, to EBITDA, as prepared by CNET, is set forth below. CBS was not provided with this reconciliation in connection with its due diligence review of CNET. This reconciliation is included in this document pursuant to SEC requirements.

EBITDA Reconciliation

	2008	2009	2010
Net income	$15,923	$ 46,512	$ 73,446
Net interest income	(4,065)	(10,506)	(18,847)
Income tax expense	19,462	38,055	60,092
Depreciation and amortization of intangible assets	37,280	35,979	36,162
Stock compensation expense	20,000	22,000	25,000
Restructuring charges	5,071	—	—
Realized gain on privately-held investment	(990)	—	—
Stockholder proposals and stock option investigation related costs, net	103	—	—
Loss from discontinued operations	22	—	—
EBITDA	$92,806	$132,040	$175,853

8. Certain Information Concerning CBS and the Purchaser.

CBS is a Delaware corporation. CBS' principal executive offices are located at 51 West 52nd Street, New York, New York 10019. The telephone number of CBS' principal executive offices is (212) 975-4321. CBS is a mass media company with operations in the following segments:

- Television: The Television segment consists of CBS Television, comprised of the CBS® Television Network, CBS' 30 owned broadcast television stations, CBS Paramount Network Television and CBS Television Distribution, CBS' television production and syndication operations, *Showtime Networks*™, CBS' premium subscription television program services, and *CBS College Sports Network*™, CBS' cable network and online digital media business devoted to college athletics.
- Radio: The Radio segment owns and operates 140 radio stations in 30 United States markets through *CBS Radio*®.
- Outdoor: The Outdoor segment displays advertising on media, including billboards, transit shelters, buses, rail systems (in-car, station platforms and terminals), mall kiosks and stadium signage principally through *CBS Outdoor*® and in retail stores through *CBS Outernet*™.
- Publishing: The Publishing segment consists of Simon & Schuster, which publishes and distributes consumer books under imprints such as *Simon & Schuster*®, *Pocket Books*®, *Scribner*® and *Free Press*™.

Purchaser is a Delaware corporation and a wholly-owned subsidiary of CBS. Purchaser was organized by CBS to acquire CNET and has not conducted any unrelated activities since its organization. All outstanding shares of the capital stock of the Purchaser are wholly-owned by CBS. The Purchaser's principal executive offices are located at the same address as CBS' principal executive office listed above, and its telephone number at that address is the same telephone number as CBS' telephone number listed above.

The name, citizenship, business address, present principal occupation or employment and five year employment history of each of the directors and executive officers of Purchaser and CBS are listed in Schedule I to this Offer to Purchase.

During the last five years, none of Purchaser, CBS or, to the best knowledge of Purchaser and CBS, any of the persons listed in Schedule I to this Offer to Purchase (i) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) was a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, federal or state securities laws, or a finding of any violation of such laws.

N Holdings I Inc., a direct, wholly-owned subsidiary of CBS, beneficially owns 1,216,016 Shares, which Shares represent approximately 0.80% of the Shares issued and outstanding as of May 13, 2008.

During the past 60 days, N Holdings I Inc. effected the following purchases of the Shares through open market transactions:

Date	Number of Shares	Aggregate Transaction Cost	Price Per Share*
April 3, 2008	50,000	$ 384,134.42	$ 7.68
April 4, 2008	56,000	433,484.02	$ 7.74
April 7, 2008	65,900	518,173.50	$ 7.86
April 8, 2008	10,000	78,588.13	$ 7.86
April 9, 2008	51,600	404,526.91	$ 7.84
April 10, 2008	8,100	63,804.73	$ 7.88
April 14, 2008	73,500	574,496.85	$ 7.82
April 15, 2008	71,500	548,234.49	$ 7.67
April 16, 2008	7,700	61,392.80	$ 7.97
April 17, 2008	56,800	452,001.66	$ 7.96
April 18, 2008	43,800	349,467.95	$ 7.98
April 21, 2008	27,600	219,646.20	$ 7.96
April 22, 2008	75,300	586,506.18	$ 7.79
April 23, 2008	89,600	685,125.94	$ 7.65
April 24, 2008	108,667	821,154.24	$ 7.56
April 25, 2008	150,329	1,164,694.42	$ 7.75
April 28, 2008	58,000	452,461.73	$ 7.80
April 29, 2008	40,120	309,183.81	$ 7.71
April 30, 2008	70,800	551,643.35	$ 7.79
May 1, 2008	100,700	773,489.46	$ 7.68
Total	1,216,016	$ 9,432,210.79	$ 7.76

* Each of the per Share purchase price disclosed in the above table represents the weighted average per Share purchase price for the transactions effected on the date indicated.

Except as described in the preceding paragraph, this Offer to Purchase or Schedule I hereto, (i) none of CBS, the Purchaser or, to the best knowledge of CBS and the Purchaser, any of the persons listed in Schedule I to this Offer to Purchase or any associate or majority-owned subsidiary of CBS or the Purchaser or any of the persons so listed beneficially owns or has any right to acquire, directly or indirectly, any Shares and (ii) none of CBS, the Purchaser or, to the best knowledge of CBS and the Purchaser, any of the persons or entities referred to Schedule 1 hereto nor any director, executive officer or subsidiary of any of the foregoing has effected any transaction in the Shares during the past 60 days.

Except as provided in the Merger Agreement or as otherwise described in this Offer to Purchase, none of CBS, the Purchaser or, to the best knowledge of CBS and the Purchaser, any of the persons listed in Schedule I to

this Offer to Purchase, has any contract, arrangement, understanding or relationship with any other person with respect to any securities of CNET, including, but not limited to, any contract, arrangement, understanding or relationship concerning the transfer or voting of such securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of loans, guarantees against loss, guarantees of profits, division of profits or loss or the giving or withholding of proxies.

Except as set forth in this Offer to Purchase, none of CBS, the Purchaser or, to the best knowledge of CBS and the Purchaser, any of the persons listed on Schedule I hereto, has had any business relationship or transaction with CNET or any of its executive officers, directors or affiliates that is required to be reported under the rules and regulations of the SEC applicable to the Offer. Except as set forth in this Offer to Purchase, there have been no contacts, negotiations or transactions between CBS or any of its subsidiaries or, to the best knowledge of CBS, any of the persons listed in Schedule I to this Offer to Purchase, on the one hand, and CNET or its affiliates, on the other hand, concerning a merger, consolidation or acquisition, tender offer or other acquisition of securities, an election of directors or a sale or other transfer of a material amount of assets during the past two years.

Available Information. CBS is subject to the informational requirements of the Exchange Act and in accordance therewith files periodic reports and other information with the SEC relating to its business, financial condition and other matters. Such reports and other information are available for inspection and copying at the offices of the SEC in the same manner as set forth with respect to CNET in Section 7—"Certain Information Concerning CNET."

9. Source and Amount of Funds.

The Purchaser estimates that it will need approximately $1.79 billion to purchase all of the Shares pursuant to the Offer and to consummate the Merger (which estimate includes payment in respect of outstanding in-the-money options), plus related fees and expenses. CBS will provide the Purchaser with sufficient funds to purchase all Shares properly tendered in the Offer and to provide funding for our Merger with CNET, which is expected to follow the successful completion of the Offer in accordance with the terms and conditions of the Merger Agreement. The Offer is not conditioned upon CBS' or the Purchaser's ability to finance the purchase of Shares pursuant to the Offer. CBS expects to obtain the necessary funds from existing cash balances.

The Purchaser does not think its financial condition is relevant to a decision by the holders of Shares whether to tender Shares and accept the Offer because:

- the Offer is being made for all outstanding Shares solely for cash;
- the Purchaser, through its parent company, CBS, will have sufficient funds available to purchase all Shares successfully tendered in the Offer in light of CBS' financial capacity in relation to the amount of consideration payable;
- the Offer is not subject to any financing condition; and
- if the Purchaser consummates the Offer, it expects to acquire any remaining Shares for the same cash price in the Merger.

10. Background of the Offer; Past Contacts or Negotiations with CNET.

CBS' management team, under the direction of its board of directors (the "CBS Board"), regularly evaluates CBS' strategic plans and explores potential strategic and commercial opportunities with third parties with the goals of continuing to strengthen CBS' strategic position, extending the reach of its news, entertainment and other program content across multiple platforms and increasing stockholder value.

In early April 2007, as a part of CBS' review of strategic and commercial opportunities, members of its management team visited CNET's offices in San Francisco. During the visit, Fredric Reynolds, Executive Vice President and Chief Financial Officer of CBS, Joseph Ianniello, Senior Vice President, Chief Development

Officer and Treasurer of CBS, Quincy Smith, President of CBS Interactive, and Patrick Keane, Executive Vice President and Chief Marketing Officer of CBS Interactive, met with members of CNET's management team, including Neil Ashe, Chief Executive Officer of CNET, and Zander Lurie, then Senior Vice President of Strategy and Development and currently Chief Financial Officer of CNET, and discussed generally CNET's businesses and potential strategic business opportunities that might be available to the two companies. No specific proposals resulted from these exploratory discussions.

Following the April 2007 visit to CNET's offices, CBS' management team continued to review strategic and commercial opportunities with third parties to advance its goals. In December 2007, Mr. Moonves contacted Jarl Mohn, Chairman of the CNET Board, to further discuss potential strategic business opportunities. Mr. Mohn suggested that Mr. Moonves contact Mr. Ashe. In January 2008, Mr. Moonves contacted Mr. Ashe to express an interest in continuing to explore potential strategic business opportunities.

On January 30, 2008, at a regular meeting of the CBS Board, Messrs. Moonves and Reynolds reviewed with the directors CBS' potential acquisition opportunities, including CNET.

On March 3, 2008, Mr. Reynolds contacted Mr. Ashe to express CBS' interest in having a meeting to discuss a potential strategic transaction. On March 18, 2008, Messrs. Moonves and Reynolds visited CNET's offices in San Francisco and met with Messrs. Ashe and Lurie. During this visit, the representatives of the two companies discussed the logic and benefits of a potential combination of the two companies, although the discussions did not involve any specific proposals. Messrs. Ashe and Lurie also introduced various managers of CNET's network of websites to Messrs. Moonves and Reynolds.

On March 31, 2008, at a regular meeting of the CBS Board, Messrs. Moonves and Reynolds presented to the directors an overview of CNET's businesses, including its network of websites, and discussed CNET's financial performance. Messrs. Moonves and Reynolds discussed with the CBS Board the strategic rationale for a possible acquisition transaction with CNET, including potential synergies that could be realized through a business combination, and certain financial aspects of a potential transaction, including CBS' preliminary valuations of CNET. Following these discussions, the CBS Board authorized CBS' management to pursue a business combination transaction with CNET.

On April 2, 2008, Mr. Reynolds called Mr. Ashe and expressed CBS' desire to move forward with discussions of a potential business combination transaction. In this call, Mr. Ashe indicated that the CNET Board might consider such a proposal if the transaction properly valued the CNET businesses. Mr. Ashe indicated that it was the CNET Board's view that over a period of time the price level of the Shares would substantially exceed current levels. Mr. Reynolds indicated that CBS was willing to consider an all-cash transaction at roughly a 40% premium to the preceding day's closing sales price for the Shares, or $10.50 per Share. Mr. Reynolds noted that this price indication was based solely on public information and CBS could possibly increase the indicated price if due diligence revealed greater value. Mr. Reynolds also stated that retention of Mr. Ashe was critical to CBS' valuation. However, no terms or details of any possible employment agreement were discussed at this time and nothing further regarding the continued role of management was discussed at or following that time until noted below. Mr. Ashe told Mr. Reynolds that he would report the conversation to the CNET Board and get back to him.

On April 9, 2008, Mr. Ashe called Mr. Reynolds and informed him that the CNET Board considered the CBS price indication to be too low in that it did not reflect the underlying value of CNET's businesses. Mr. Reynolds reiterated that CBS' price indication was based solely on public information and did not reflect any value that might be uncovered in due diligence. Mr. Ashe suggested that the parties enter into a confidentiality agreement for the purpose of furnishing CBS with non-public information concerning CNET.

Over the next several days, the parties discussed the terms of a confidentiality agreement that had been furnished to CBS by CNET, which agreement included a "standstill" provision that, among other things, would have prohibited CBS for a period of time from making acquisition proposals without the prior consent of the

CNET Board. CBS objected to the inclusion of such a provision because in its view it could be disadvantaged relative to others who might be interested in acquiring CNET. The parties determined not to execute a confidentiality agreement at this time and no non-public information relating to CNET was furnished to CBS. Messrs. Reynolds and Ashe agreed to stay in touch.

On April 24, 2008, Mr. Moonves contacted Mr. Ashe to continue discussions regarding a potential transaction. Later that same day, after CNET had released its financial results for the quarter ended March 31, 2008, Mr. Reynolds contacted Mr. Ashe to further discuss the potential for a strategic transaction.

On May 1, 2008, Mr. Reynolds called Mr. Ashe and noted that CBS had carefully studied CNET's first quarter financial results, the information presented by CNET regarding its agreement with Yahoo! Inc. and management's guidance with respect to 2008 EBITDA, each as presented by CNET at its investor teleconference on April 24, 2008. Mr. Reynolds reiterated CBS' interest in pursuing a business combination transaction at a price of $10.50 per Share and the possibility of a modest increase if CBS' due diligence review of CNET warranted it. Mr. Reynolds noted CBS' ability to move forward very quickly to conclude a successful transaction. During this call, Mr. Reynolds also informed Mr. Ashe that CBS had acquired Shares in the open market.

On May 2, 2008, in a telephone call with Mr. Reynolds, Mr. Ashe reiterated the CNET Board's position that CBS' proposed price did not reflect the underlying value of CNET, noting, among other things, the value of CNET's agreement with Yahoo! Inc. and certain cost cutting efforts that CNET was in the process of implementing. Mr. Ashe informed Mr. Reynolds that the CNET Board had retained Morgan Stanley & Co. Incorporated ("Morgan Stanley") as its financial advisor, and that Mr. Reynolds should expect a call from a Morgan Stanley representative. Later the same day, the Morgan Stanley representative called Mr. Reynolds to discuss CBS' interest and encouraged CBS to present the terms of its proposal to CNET in writing.

On May 5, 2008, CBS delivered to the Morgan Stanley representative a non-binding proposal letter, which specified the terms of CBS' interest in pursuing a business combination transaction with CNET at $10.75 per Share, representing a 42% premium to the closing sales price of the Shares on May 2, 2008, as well as a 42% premium to the average closing sales price of the Shares over the last three months. The proposal also contemplated that CBS would conduct only a focused and narrow due diligence review of CNET, that there would be a 10-day exclusivity period for the parties to negotiate and finalize definitive transaction documentation and that a $75 million termination fee would be payable by CNET to CBS if CNET were to terminate its agreement with CBS under certain circumstances. The proposal letter also noted that CBS would require CNET's agreement on other terms and conditions, including non-solicitation provisions, "match" rights, CBS' ability to extend the tender offer under agreed circumstances and other related provisions, as well as customary closing conditions. The proposal letter further noted the strength of CBS' balance sheet, that there would be no financing condition and that CBS would be prepared to effect the proposed transaction through a cash tender offer for all of the Shares outstanding, followed by a second-step merger.

Following receipt of the CBS letter, the Morgan Stanley representative called Mr. Reynolds on the same day and noted that, in addition to the previously communicated belief that CBS' price indication was too low, the termination fee set forth in the CBS letter was too high. The Morgan Stanley representative also indicated that certain aspects of CBS' contemplated due diligence review were not acceptable to CNET. He further noted that CNET was not willing at this point to enter into a period of exclusive negotiations with CBS. Mr. Reynolds noted that CBS expected to conduct its additional due diligence review concurrently with the negotiation of definitive transaction documentation and that this review should not delay the proposed transaction. The Morgan Stanley representative also explained that CNET would require that any definitive agreement for a transaction with CBS contain reasonable provisions allowing CNET to pursue an acquisition proposal submitted by a third party.

On May 7, 2008, CBS and CNET entered into a confidentiality agreement, which did not include a "standstill" provision, for the purpose of allowing CBS to conduct a limited due diligence review of CNET. On the same day, Messrs. Ashe and Lurie met with members of the management team of CBS, including Messrs.

Moonves, Reynolds, Ianniello, Louis Briskman, Executive Vice President and General Counsel of CBS, and Michael Marquez, Vice President, Strategy and Corporate Development, of CBS Interactive, in CBS' offices in New York for purposes of a review of CNET's businesses. At the end of that meeting, Messrs. Ashe and Lurie explained to Mr. Reynolds the views of the CNET Board and CNET's management team regarding the long-term value of CNET and that CBS would need to increase its proposal above the $10.75 per Share price indicated in CBS' letter in order to gain the support of the CNET Board Mr. Reynolds told Messrs. Ashe and Lurie that CBS would re-consider its indicated price and that CBS would also like to review certain additional information to assist it in valuing CNET. Following the meeting, CBS submitted to CNET a request for additional due diligence information and CNET provided the requested information.

On May 8, 2008, Messrs. Ashe and Lurie met again with members of CBS' management team to further discuss the due diligence information that was provided by CNET to CBS. On the same day, CBS' legal counsel, Weil, Gotshal & Manges LLP ("Weil Gotshal"), commenced its due diligence review of non-public information regarding CNET. Also on that day, the Morgan Stanley representative spoke to Mr. Reynolds to discuss the timing of further negotiations. The Morgan Stanley representative and Mr. Reynolds discussed that the respective parties would prefer to determine as soon as possible whether an agreement was likely to be reached and that certain deal terms, in addition to price, such as the amount of any termination fee and the ability of CNET to pursue third-party acquisition proposals, would be important points to resolve in working towards a definitive agreement.

On May 8, 2008, Weil Gotshal also received a draft agreement and plan of merger from Dewey & LeBoeuf LLP ("Dewey"), legal counsel to CNET. The draft agreement contemplated, among other things, that there would be a 30-day "go shop" period following the execution of the agreement, during which time CNET would be allowed to actively solicit alternative acquisition proposals from third parties. Under the draft agreement, if CNET terminated the agreement with CBS in order to enter into an agreement evidencing a "superior proposal" with a third party that made a bona fide acquisition proposal, or with whom discussions were ongoing, during the "go-shop" period, then CNET would be required to pay CBS a termination fee equal to 0.5% of the total equity value of CNET. If CNET terminated the agreement with CBS in connection with any other superior proposal, then CNET would be required to pay CBS a termination fee equal to 1.5% of the total equity value of CNET. Further, the draft agreement contemplated that CBS would be required to commence the Offer following the expiration of the "go shop" period (and not prior thereto) and to extend the Offer for one or more periods up to the date that would be nine months from the execution date of the agreement to permit the conditions of the Offer to be satisfied, if so requested by CNET. A series of conference calls and meetings was held on May 9, 2008 among representatives of CNET and CBS to discuss CNET's business.

On May 10, 2008, Mr. Reynolds informed the Morgan Stanley representative that CBS was willing to increase its price indication to $11.25 per Share. Also, on May 10, 2008, Weil Gotshal submitted a mark-up of the draft merger agreement provided by Dewey, which mark-up contemplated, among other things, the deletion of the "go shop" and related provisions, a "no shop" provision that would have prohibited CNET from soliciting competing acquisition proposals following the execution of the agreement (but would have given the CNET Board the ability to consider an unsolicited acquisition proposal in writing if the CNET Board, following consultation with its financial advisor, determined that such proposal constituted or would reasonably be expected to lead to a superior proposal), a termination fee equal to 3.5% of the total equity value of CNET and a "last talk" right that would require CNET to notify CBS of its intent to terminate the agreement to accept a superior proposal and to negotiate in good faith with CBS for a period of five business days following such notice to provide CBS with the opportunity to modify the terms of its proposal. At the time of the submission of its mark-up, Weil Gotshal informed Dewey that CBS would not be in a position to enter into a definitive merger agreement with CNET unless it had also negotiated binding employment agreements with Messrs. Ashe and Lurie regarding their continued employment with CNET following the closing of the proposed business combination transaction. Further, Weil Gotshal informed Dewey that CBS would not furnish any terms nor engage Messrs. Ashe and Lurie in any negotiations regarding the terms of their continued employment until the time that the principal terms of the proposed business combination transaction were deemed acceptable by the

CNET Board. Also on that day, the Morgan Stanley representative contacted Mr. Reynolds and indicated that CBS would need to increase the purchase price and improve the terms of its proposal in order to gain the support of the CNET Board for a transaction.

On May 11, 2008, Weil Gotshal and Dewey continued negotiations relating to the terms of the proposed merger agreement. On the same day, Mr. Reynolds indicated to the Morgan Stanley representative that CBS was willing to increase its proposed price to $11.50 per Share, with a termination fee equal to 2.5% of the total equity value of CNET (approximately $44 million, based on the offer price). Mr. Ashe then contacted Mr. Reynolds to further negotiate the proposed purchase price and termination fee. Mr. Ashe indicated to Mr. Reynolds that he did not believe the combination of an $11.50 per Share purchase price and a 2.5% termination fee would be supported by the CNET Board. Later the same day, the Morgan Stanley representative called Mr. Reynolds and discussed the CNET Board's deliberations regarding the terms of the proposed transaction, including its desire to include "go shop" provisions in the terms of the proposed merger agreement. The Morgan Stanley representative indicated that, although at a higher price the CNET Board might be willing to support a "no shop" provision and a higher termination fee, at a price of $11.50 per Share, the CNET Board was of the view that the agreement should include a "go shop" provision with a termination fee of 1% of the total equity value of CNET (approximately $18 million, based on the offer price).

On May 12, 2008, negotiations between the parties relating to the terms of the proposed transaction continued. Mr. Reynolds contacted the Morgan Stanley representative and emphasized that the "go shop" proposals put forth by CNET were problematic in light of the underlying strategic rationale of the proposed transaction. Mr. Reynolds noted that CBS' proposed price of $11.50 per Share was CBS' best and final price, but that CBS could agree to a reduced termination fee of 2.2% of the total equity value of CNET (approximately $40 million, based on the offer price). Mr. Reynolds also indicated that CBS was willing to entertain, among other things, certain changes to the "no shop" and termination provisions of the proposed merger agreement, including a provision that would allow the CNET Board to respond to any unsolicited inquiries relating to acquisition proposals as well as extending the minimum time period for the Offer from 20 to 30 business days. On the same day, a special meeting of the CBS Board was held and members of the management team of CBS updated the CBS Board with respect to the status of the negotiations and reviewed with the CBS Board the strategic rationale for the transaction. At this meeting, the CBS Board authorized the members of CBS' management team to conclude a transaction with CNET on terms discussed at the meeting.

On May 13, 2008, representatives of CBS and CNET continued their negotiation of the terms of the proposed merger agreement. On this date, subject to resolution of all other outstanding issues and review and approval by the CNET Board, the parties had negotiated a purchase price of $11.50 per Share, a $35 million termination fee and adjustment to the "no shop" and termination provisions along the lines discussed on the previous day, as well as a 20 business day initial tender offer period which could be extended for 10 business days by CNET even if the conditions to consummate the Offer had already been met. Following such time, CBS delivered proposed employment agreements to CNET for distribution to the respective legal counsels of Messrs. Ashe and Lurie and the negotiation of such employment agreements commenced.

On May 14, 2008 and into the following early morning, CBS and CNET, together with their respective legal counsels, completed final negotiations and drafting of the proposed merger agreement and related documentation. The employment agreements of Messrs. Ashe and Lurie also were finalized during this time period.

On May 15, 2008, CBS, the Purchaser and CNET executed the Merger Agreement and, prior to the opening of the markets, issued a joint press release announcing the transaction.

11. The Merger Agreement; Employment Agreements.

Merger Agreement

The following is a summary of the material provisions of the Merger Agreement. The following description of the Merger Agreement does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement, a copy of which is filed as an exhibit to the Schedule TO and is incorporated herein by reference. For a complete understanding of the Merger Agreement, you are encouraged to read the full text of the Merger Agreement. The Merger Agreement is not intended to provide you with any other factual information about CBS, the Purchaser or CNET. Such information can be found elsewhere in this Offer to Purchase.

The Offer. The Merger Agreement provides for the commencement of the Offer as promptly as reasonably practicable, but in no event later than 12 business days after the date of the Merger Agreement, which was May 15, 2008. The obligations of the Purchaser to (and the obligations of CBS to cause the Purchaser to) commence the Offer and to accept for payment, and pay for, Shares tendered pursuant to the Offer are subject to the satisfaction or waiver of certain conditions that are described in Section 15—"Certain Conditions of the Offer." The Purchaser expressly reserves the right to increase the Offer Price and to extend the Offer to the extent required by law in connection with such increase, to waive any condition to the Offer and/or modify the terms of the Offer, except that without the consent of CNET, the Purchaser shall not (i) reduce the number of Shares sought to be purchased by the Purchaser in the Offer, (ii) reduce the Offer Price, (iii) waive the Minimum Tender Condition, (iv) add to, modify or supplement any of the conditions to the Offer (as set forth in Section 15— "Certain Conditions of the Offer") or the terms of the Offer in a manner that adversely affects, or would reasonable be expected to adversely affect, the holders of Shares, (v) extend or otherwise change the expiration date of the Offer, except as described herein, or (vi) change the form of the consideration payable in the Offer.

The Merger Agreement provides that the Purchaser may, without the consent of CNET, (i) extend the Offer for one or more periods if, on the initial expiration date or any extended expiration date, any offer condition is not satisfied and the Merger Agreement has not been terminated in accordance with its terms, and (ii) elect to provide for a subsequent offering period (and one or more extensions thereof) in accordance with Rule 14d-11 promulgated under the Exchange Act following the Acceptance Time. In addition, on the initial expiration date or any subsequent date as of which the Offer is scheduled to expire, if the Minimum Tender Condition or the Regulatory Condition is not satisfied, then, to the extent requested in writing by CNET no less than two business days prior to the applicable expiration date, we must extend the Offer for one or more periods ending no later than the Outside Date, to permit such conditions of the Offer to be satisfied; provided, that no individual extension will be for a period of more than 10 business days and that we will not be required to extend the Offer to a date beyond the date which is 20 business days after the date on which the Regulatory Condition is satisfied. Also, if CNET shall have so requested in writing no less than two business days prior to the initial expiration date, we must extend the Offer for the period of time stated in CNET's written request (which period shall not exceed 10 business days beyond the initial expiration date), notwithstanding the satisfaction or waiver of all of the conditions of the Offer on or prior to the initial expiration date. Further, if immediately following the Acceptance Time, CBS, the Purchaser and their respective subsidiaries and affiliates own more than 80% but less than 90% of the Shares outstanding at that time (which shares beneficially owned shall include shares tendered in the Offer and not withdrawn), to the extent reasonably requested by CNET, the Purchaser shall provide for a subsequent offering period of at least 10 business days. The Purchaser also will extend the Offer for any period required by any rule, regulation, interpretation or position of the SEC or the staff thereof or Nasdaq Global Market applicable to the Offer, provided that the Purchaser will not be required to extend the Offer beyond the Outside Date.

Top-Up Option. CNET granted the Purchaser an option, for so long as the Merger Agreement has not been terminated, to purchase from CNET the number of newly issued shares of CNET common stock (the "Top-Up Option Shares") equal to the number of Shares that, when added to the number of Shares owned by the Purchaser at the time of exercise of the Top-Up Option, constitutes one share more than 90% of the number of Shares that would be outstanding immediately after the issuance of Shares pursuant to the exercise of the Top-Up Option.

The exercise price for the Top-Up Option is equal to the Offer Price. The exercise of the Top-Up Option by Purchaser is subject to certain conditions set forth in Section 2.06 of the Merger Agreement. The Merger Agreement provides that the Top-Up Option will not be exercisable unless (i) immediately prior to such exercise, the Purchaser owns a majority of the Shares then outstanding on a fully diluted basis as a result of the consummation of the Offer in accordance with the terms of the Merger Agreement, and (ii) immediately after such exercise the Purchaser would own more than 90% of the Shares then outstanding. The aggregate purchase price payable for the Shares being purchased by the Purchaser pursuant to the Top-Up Option will be payable, at the option of CBS, either in cash or by delivery of a promissory note having a principal amount equal to the aggregate purchase price.

The Merger. The Merger Agreement provides that, at the effective time of the Merger (the "Effective Time"), the Purchaser will be merged with and into CNET, with CNET being the surviving corporation (the "Surviving Corporation"). Following the Merger, the separate existence of the Purchaser will cease, and CNET will continue as the Surviving Corporation, wholly-owned by CBS. The directors of the Purchaser immediately prior to the Effective Time will be the directors of the Surviving Corporation.

Pursuant to the Merger Agreement, at the Effective Time, each Share held in treasury by CNET and each Share that is owned by CBS or Purchaser immediately prior to the Effective Time shall be cancelled and shall cease to exist, without any conversion thereof and no payment or distribution shall be made with respect thereto.

Each Share issued and outstanding immediately prior to the Effective Time (other than Company Dissenting Shares (as defined below), Shares to be cancelled in accordance with the preceding paragraph and the Shares held by N Holdings I Inc., a subsidiary of CBS, which Shares will be unaffected by the Merger), shall be converted and exchanged automatically into the right to receive an amount in cash equal to the Offer Price (the "Merger Consideration"), payable to the holder thereof in accordance with the terms of the Merger Agreement described herein. At the Effective Time, all such Shares shall no longer be outstanding and shall automatically be cancelled and shall cease to exist, and each holder of any such Share immediately prior to the Effective Time shall cease to have any rights with respect thereto, except the right to receive the Merger Consideration, without interest.

Shares that are outstanding immediately prior to the Effective Time and that are held by any person who is entitled to demand, and who properly demands, appraisal of such Shares pursuant to, and who complies in all respects with, Section 262 of the DGCL (such Section, "Section 262" and, such Shares, "Company Dissenting Shares") shall not be converted into the right to receive the Merger Consideration but rather, the holders of Company Dissenting Shares shall be entitled only to payment of the fair value of such Company Dissenting Shares in accordance with Section 262 (and, at the Effective Time, such Company Dissenting Shares shall no longer be outstanding and shall automatically be cancelled and shall cease to exist, and such holders shall cease to have any right with respect thereto, except the right to receive the fair value of such Company Dissenting Shares in accordance with Section 262). If any such holder fails to perfect or otherwise waives, withdraws or loses the right to appraisal under Section 262, then the right of such holder to be paid the fair value of such holder's Company Dissenting Shares shall cease and such Company Dissenting Shares shall be deemed to have been converted as of the Effective Time into, and to have become exchangeable solely for, the right to receive the Merger Consideration (without interest thereon).

CNET Stock Options. The Merger Agreement provides that CNET will take all requisite actions such that (i) each employee stock option to purchase Shares that were granted under any CNET stock plan ("Option"), whether vested or unvested, having an exercise price per share that is less than the Merger Consideration, shall be cancelled, as of the Effective Time, in exchange for the right to receive an amount in cash (without interest and less any applicable taxes required to be withheld) determined by multiplying (x) the excess of the Merger Consideration over the applicable exercise price per share of such Option by (y) the number of Shares subject to such Option (the "Option Consideration"), and (ii) in the case of each Option having an exercise price per share equal to or greater than the Merger Consideration, each such Option shall be assumed by CBS as of the Effective

Time and, accordingly, will cease to represent a right to acquire Shares and shall be converted as of the Effective Time into an option (a "Converted Option") to purchase shares of common stock of CBS ("Parent Common Shares"). The number of Parent Common Shares subject to each Converted Option will be equal to the product of the number of Shares subject to such Option multiplied by the Option Ratio (as defined below); provided, that any fractional Shares resulting from such multiplication will be rounded down to the nearest whole share. The exercise price per share of each Converted Option will equal the quotient of the exercise price per share under the corresponding Option divided by the Option Ratio; provided, that such exercise price will be rounded up to the nearest whole cent. Each Converted Option will otherwise have substantially the same terms and conditions (including vesting terms) as the corresponding Option. Notwithstanding anything in the Merger Agreement to the contrary, the conversion of Options under the applicable provisions of the Merger Agreement will be made in a manner that will comply with Section 409A of the Code, and, if applicable, Section 424(a) of the Code. For purposes of the foregoing, "Option Ratio" means the price of the last trade of the Shares immediately prior to the closing of the Merger divided by the price of the first trade of the Parent Common Shares immediately following such closing. Converted Options are subject to certain conditions set forth in Section 4.01(c) of the Merger Agreement.

Representations and Warranties. In the Merger Agreement, CNET has made customary representations and warranties to CBS and the Purchaser, including representations relating to: organization and authorization of CNET; CNET's capitalization; organization, existence and good standing of CNET's subsidiaries; no conflicts with or consents required in connection with the Merger Agreement; CNET's compliance with laws; absence of certain changes or events; absence of undisclosed liabilities; CNET's public information; no material adverse change; legal proceedings; material contracts; interested party transactions; taxes; commissions and fees; employee benefit plans and employment matters; regulatory compliance; intellectual property; insurance; real property; environmental matters; opinion of financial advisor; information supplied; CNET's rights agreement; and anti-takeover provisions.

In the Merger Agreement, CBS and the Purchaser have made customary representations and warranties to CNET, including representations relating to: organization, existence and capitalization; authorization with respect to the Merger Agreement; absence of litigation; no conflicts with or consents required in connection with the Merger Agreement; commissions and fees; ownership of Shares; information supplied; availability of funds; and no additional representations.

Operating Covenants. The Merger Agreement provides that, from the date of the Merger Agreement to the time that CBS' designees constitute a majority of the CNET Board or the earlier termination of the Merger Agreement, except as contemplated by the Merger Agreement (including in CNET's disclosure schedule) or as required by law, and unless CBS otherwise consents in writing (which consent shall not be unreasonably withheld, delayed or conditioned), CNET and its subsidiaries shall use commercially reasonable efforts to (i) preserve intact the business organization of CNET and its subsidiaries, (ii) preserve the current beneficial relationships of CNET and its subsidiaries with any persons (including, but not limited to, suppliers, partners, contractors, distributors, customers, advertisers, licensors and licensees) with which CNET or any of its subsidiaries has material business relations, (iii) retain the services of the present officers and key employees of CNET and its subsidiaries, in each case, to the end that the goodwill and ongoing business of CNET and its subsidiaries will be unimpaired in any material respect at the Effective Time, (iv) comply in all material respects with all applicable laws and the requirements of all CNET material contracts and (v) keep in full force and effect all material insurance policies maintained by CNET and its subsidiaries, other than changes to such policies made in the ordinary course of business.

Between the date of the Merger Agreement and the time that CBS' designees constitute a majority of CNET's board or of the earlier termination of the Merger Agreement, CNET is subject to customary operating covenants and restrictions, and CNET will not, without the prior written consent of CBS (which consent shall not be unreasonably withheld, delayed or conditioned), with certain exceptions as set forth in the Merger Agreement, engage in any activity relating to, among other things, the issuance, sale or pledge of stock; split, combination,

subdivision, reclassification, redemption or purchase of outstanding stock and other securities; declaration, setting aside or payment of dividends; purchase, sale or encumbrance of material property or material assets; acquisitions, mergers, consolidations and asset purchases; amendment of charter documents and bylaws; certain compensation of directors, officers and employees; employee benefits plans; indebtedness; changes in the fiscal year and financial accounting methods; tax issues; material lease or sublease of real property; significant expenditures and investments; material contracts; payment, discharge, settlement and satisfaction of material litigation, liabilities or obligations; discharge or satisfactions of liens; insurance coverage; bankruptcy, liquidation, dissolution or similar proceedings; creation of subsidiaries; and engagement of new business activities.

Stockholders Meeting; Company Recommendation. The Merger Agreement provides that CNET will, if the adoption of the Merger Agreement by CNET's stockholders is required by law, as soon as reasonably practicable following the date the proxy/information statement is cleared by the SEC, hold a meeting of its stockholders or, if applicable, make arrangements for the stockholders to act by written consent in lieu of a meeting, for the purpose of adopting the Merger Agreement. CBS and Purchaser agree to cause all Shares then owned by them and their subsidiaries to be voted (including, if applicable, by way of action by written consent) in favor of the adoption of the Merger Agreement. Notwithstanding the foregoing, under the Merger Agreement, if CBS, Purchaser and any other CBS subsidiary shall collectively acquire at least 90% of the then outstanding Shares pursuant to this Offer or otherwise, the parties shall take all necessary and appropriate action to cause the Merger to become effective as soon as practicable after the expiration of the Offer without a stockholders' meeting in accordance with Section 253 of the DGCL.

Pursuant to a meeting duly called and held, the CNET Board unanimously adopted resolutions (i) approving and declaring the advisability of the Merger Agreement, (ii) approving the Merger Agreement and the transactions, (iii) determining the Merger Agreement and the transactions to be advisable, fair to and in the best interests of CNET and the stockholders of CNET, and (iv) recommending that, on the terms and subject to the conditions set forth in the Merger Agreement, the stockholders of CNET accept the Offer, tender their Shares pursuant to the Offer and adopt the Merger Agreement, if required (the "Company Board Recommendation"). The CNET Board may withdraw, modify or amend the Company Board Recommendation in certain circumstances as provided by 8.03 of the Merger Agreement.

Pursuant to the Merger Agreement, except as described below, neither the CNET Board nor any committee thereof shall (i) withdraw or modify, or propose publicly to withdraw or modify, in a manner adverse to CBS, the Company Board Recommendation or the approval or declaration of the advisability by the CNET Board of the Merger Agreement and the transactions contemplated thereby (including the Offer and the Merger) or (ii) approve or recommend, or propose publicly to approve or recommend, any Company Acquisition Proposal, as defined below (any action described in clause (i) or (ii) being referred to as an "Adverse Recommendation Change"). Any Adverse Recommendation Change shall only be made in accordance with the conditions set forth in Section 8.03(c) of the Merger Agreement.

Under the Merger Agreement, at any time prior to the first time that Purchaser accepts for payment any Shares tendered pursuant to the Offer (the "Acceptance Time"), the CNET Board may, in response to a Company Superior Proposal (as defined below), withdraw or modify the Company Board Recommendation, or recommend a Company Superior Proposal, if the CNET Board determines in good faith, after reviewing applicable provisions of state law and after consulting with its outside counsel and a financial advisor of nationally recognized reputation, that the failure to make such withdrawal, modification or recommendation would be inconsistent with the CNET Board's fiduciary duties to CNET stockholders under Delaware law. Further, the CNET Board shall not be prohibited from taking and disclosing to CNET stockholders a position contemplated by Rule 14e-2(a), Rule 14d-9 or Item 1012(a) of Regulation M-A promulgated under the Exchange Act if the CNET Board determines in good faith, after consultation with outside counsel, that failure to so disclose such position is likely to constitute a violation of applicable law.

No Solicitation Provisions. The Merger Agreement provides that CNET shall, and shall use its commercially reasonable efforts to cause its subsidiaries and CNET's and its subsidiaries' respective directors, officers, employees, investment bankers, financial advisors, attorneys, accountants, agents and other representatives (collectively, "Representatives") to, immediately cease and terminate any discussions or negotiations with any person with respect to a Company Acquisition Proposal (as defined below), and use commercially reasonable efforts to obtain the return from all such persons or cause the destruction of all copies of confidential information previously provided to such parties. From the date of the Merger Agreement until the Acceptance Time or, if earlier, the termination of the Merger Agreement, the Merger Agreement provides that CNET shall not, nor shall it permit any of CNET subsidiaries to, nor shall it authorize or permit any Representative to, directly or indirectly, (i) solicit, initiate, cause, or knowingly facilitate or encourage (including by way of furnishing information) the submission of, any Inquiry (as defined below) or Company Acquisition Proposal, (ii) approve or recommend any Company Acquisition Proposal, enter into any agreement, agreement-in-principle or letter of intent with respect to or accept any Company Acquisition Proposal (or resolve to or publicly propose to do any of the foregoing), or (iii) participate or engage in any discussions or negotiations regarding, or furnish to any person any information with respect to any Company Acquisition Proposal.

However, at any time prior to the Acceptance Time, CNET may, in response to an unsolicited Company Acquisition Proposal or an inquiry relating to a potential Company Acquisition Proposal made or received after the date of the Merger Agreement (an "Inquiry"), in each case, under circumstances not involving a breach of the Merger Agreement, (a) conduct discussions and negotiate with the person making such Company Acquisition Proposal or Inquiry and its Representatives, and (b) furnish confidential information with respect to CNET and its subsidiaries to such person and its Representatives, but only pursuant to an acceptable confidentiality agreement, as specified by the Merger Agreement. Such confidentiality agreement may not include any provision calling for an exclusive right to negotiate with CNET, and CNET must advise CBS of all non-public information delivered to such person concurrently with its delivery to such person (or promptly thereafter) and, concurrently with its delivery to such person, CNET must deliver to CBS all such information not previously provided to CBS.

CNET shall as promptly as reasonably practicable advise CBS, orally and in writing, and in no event later than 48 hours after the event, (i) of the execution by CNET and a person who has made an Inquiry or Company Acquisition Proposal of any confidentiality agreement, (ii) of the commencement of substantive discussions or negotiations concerning CNET or the terms of a possible Company Acquisition Proposal between CNET and a person who has made an Inquiry or Company Acquisition Proposal or (iii) of the making of any Company Acquisition Proposal, and shall, in any such notice to CBS, indicate the identity of any person referenced in clauses (i) through (iii) above and the terms and conditions of any proposals or offers and the nature of the discussions or negotiations referenced in clause (ii) above (and shall include with such notice copies of any written materials received from or on behalf of such person relating to such proposal), and thereafter shall as promptly as reasonably practicable keep CBS fully informed of all material developments affecting the status and terms of any such proposals (and CNET shall provide CBS with copies of any additional written materials received that relate to such proposals) and of the status of any such discussions or negotiations.

As used in the Merger Agreement, "Company Acquisition Proposal" means any proposal or offer for, whether in one transaction or a series of related transactions, any (a) merger, consolidation or similar transaction involving CNET or any CNET subsidiary that would constitute a "significant subsidiary" (as defined in Rule 1-02 of Regulation S-X, but substituting 15% for references to 10% therein), (b) sale or other disposition, directly or indirectly, by merger, consolidation, share exchange or any similar transaction, of any assets of CNET or any CNET subsidiary representing 15% or more of the consolidated assets of CNET and CNET subsidiaries, (c) issuance, sale or other disposition by CNET of (including by way of merger, consolidation, share exchange or any similar transaction) securities (or options, rights or warrants to purchase, or securities convertible into such securities) representing 15% or more of the outstanding voting interests in CNET, (d) tender offer or exchange offer in which any person or "group" (as such term is defined under the Exchange Act) offers to acquire beneficial ownership (as such term is defined in Rule 13d-3(a) promulgated under the Exchange Act), or the right

to acquire beneficial ownership, of 15% or more of the outstanding Shares, or (e) transaction which is similar in form, substance or purpose to any of the foregoing transactions; provided, however, that the term "Company Acquisition Proposal" shall not include (i) the transactions contemplated by the Merger Agreement or (ii) any merger, consolidation, business combination, share exchange, reorganization, recapitalization or similar transaction solely among CNET and one or more CNET subsidiaries or among CNET subsidiaries.

Employment and Employee Benefits. CBS will, until the first anniversary following the Effective Time, provide employees of CNET (and its subsidiaries) who are retained by CBS, with (i) compensation (including base salary or wages and incentive compensation opportunities), that, in the aggregate, is no less favorable than the compensation (including base salary or wages and incentive compensation opportunities) provided to CNET employees immediately before the Effective Time, and (ii) employee benefits that are no less favorable, in the aggregate, than the benefits provided to CNET employees immediately before the Effective Time; provided, however, this obligation to provide comparable compensation opportunities and benefits shall not include any obligation to provide compensation and benefits similar to those provided under the employee stock purchase plan, defined benefit pension, deferred compensation and retiree welfare benefit plans.

For purposes of eligibility and vesting (but not benefit accrual or retiree welfare benefits) under the employee benefit plans of CBS and its subsidiaries providing benefits to any CNET employees after the Effective Time, each CNET employee shall be credited with his or her years of service with CNET and CNET subsidiaries and their respective predecessors before the Effective Time, to the same extent as such CNET employee was entitled, before the Effective Time, to credit for such service under any similar CNET employee benefit plan in which such CNET employee participated or was eligible to participate immediately prior to the Effective Time.

With respect to annual bonus arrangements, for CNET employees who are covered by the 2008 Annual Incentive Plan for Executive Employees (the "Executive Plan") for fiscal year 2008, CNET shall pay each eligible CNET employee 25% of his or her target annual bonus (determined as if all performance targets have been met, the "Pro-Rata Payments") as soon as practicable following the Effective Time. Following the Effective Time, CBS has agreed in the Merger Agreement to continue the Executive Plan in accordance with its terms for the remainder of fiscal year 2008; provided, that, any amounts due under the Executive Plan for fiscal year 2008 shall be offset by any Pro-Rata Payments. With respect to annual bonus arrangement for CNET employees who are covered by the 2008 Annual Incentive Plan for Non-Executive Employees (the "Non-Executive Plan") for fiscal year 2008, CNET shall pay each eligible CNET employee the Pro-Rata Payments as soon as practicable following the Effective Time. Following the Effective Time, CBS agreed to continue the Non-Executive Plan in accordance with its terms for the remainder of fiscal year 2008; provided, that, any amounts due under the Non-Executive Plan for fiscal year 2008 shall be offset by any Pro-Rata Payments.

As soon as practicable following the date of the Merger Agreement, the Merger Agreement provides that the CNET Board shall adopt resolutions or take such other actions as may be required to provide that, with respect to the CNET Employee Stock Purchase Plan, (i) participants may not increase their payroll deductions or purchase elections from those in effect on the date of the Merger Agreement; (ii) no purchase period shall be commenced after the date of the Merger Agreement; (iii) each participant's outstanding right to purchase Shares under the CNET Employee Stock Purchase Plan shall be suspended immediately following the end of the purchase period in effect on the date of the Merger Agreement or if earlier, each participant's outstanding right to purchase Shares under the CNET Employee Stock Purchase Plan shall terminate on the day immediately prior to the day on which the Effective Time occurs; provided, that all amounts allocated to each participant's account under the CNET Employee Stock Purchase Plan as of such date shall thereupon be used to purchase from CNET whole Shares at the applicable price for the then outstanding purchase period; and (iv) the CNET Employee Stock Purchase Plan shall terminate immediately prior to the Effective Time.

Indemnification and Insurance. The Merger Agreement provides that CBS and the Purchaser agree that all rights to indemnification by CNET existing as of the date of the Merger Agreement in favor of each person who is, or who has been at any time prior to the date of the Merger Agreement or who becomes prior to the Effective

Time an officer or director of CNET or any CNET subsidiary (each, an "Indemnified Party"), as provided in the certificate of incorporation or bylaws of CNET, or pursuant to any other agreements in effect on the date of the Merger Agreement, including provisions relating to the advancement of expenses incurred in the defense of any action or suit or as permitted under applicable law, shall survive the Merger and shall remain in full force and effect for a period of not less than six years after the Effective Time and shall cause the Surviving Corporation to maintain such rights.

Under the Merger Agreement, CBS shall cause the individuals serving as officers and directors of CNET immediately prior to the Effective Time who are then covered by the directors' and officers' liability insurance policy currently maintained by CNET (the "D&O Insurance"), to be covered for a period of not less than six years after the Effective Time, but only to the extent related to actions or omissions of such officers and directors prior to the Effective Time; provided, that (i) CBS may, or may cause the Surviving Corporation to substitute therefor policies of at least the same coverage and amounts containing terms no less advantageous in any material respect to such former directors or officers, and (ii) such substitution shall not result in gaps or lapses of coverage with respect to matters occurring prior to the Effective Time. Neither CBS nor the Surviving Corporation, shall be required to expend more than an amount per year equal to 300% of current annual premiums paid by CNET for such insurance (the "Maximum Amount") to maintain or procure insurance coverage. If the amount of the annual premiums necessary to maintain or procure such insurance coverage exceeds the Maximum Amount, CBS and the Surviving Corporation will procure and maintain for such six year period as much coverage as reasonably practicable for the Maximum Amount. CBS has the right to cause coverage to be extended under the D&O Insurance by obtaining a six year "tail" policy on terms and conditions no less advantageous than the D&O Insurance. CBS shall cause the Surviving Corporation to perform all of the foregoing obligations and guarantee such performance by the Surviving Corporation.

Commercially Reasonable Effort to Cause the Merger to Occur. Each of the parties to the Merger Agreement agrees to use its commercially reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the Offer, the Merger and all other transactions contemplated by the Merger Agreement in the most expeditious manner practicable including, obtaining all consents, approvals and authorizations required for or in connection with the consummation by the parties to the Merger Agreement of the transactions contemplated thereby and the filing of any notice, application or other submission required by any self-regulatory agency.

Hart-Scott-Rodino (HSR) and other Antitrust Approvals. The Merger Agreement requires that as promptly as practicable after the execution of the Merger Agreement, CNET, CBS and the Purchaser shall (a) make all appropriate filings and submissions under the HSR Act, with the NASD and with any other governmental authority pursuant to applicable foreign antitrust, competition or merger control laws or otherwise, (b) use commercially reasonable efforts to obtain as promptly as practicable the termination of any waiting period under the HSR Act and any applicable foreign antitrust, competition or merger control laws, (c) cooperate and consult with each other in (i) determining which filings are required to be made prior to the Acceptance Time and the Effective Time with, and which material consents, approvals, permits, notices or authorizations are required to be obtained prior to the Acceptance Time and the Effective Time from, governmental authorities in connection with the execution and delivery of the Merger Agreement and related agreements and consummation of the transactions contemplated thereby, and (ii) timely making all such filings and timely seeking all such consents, approvals, permits, notices or authorizations, and (d) use commercially reasonable efforts to take, or cause to be taken, all other actions and do, or cause to be done, all other things necessary or appropriate to consummate the transactions contemplated by the Merger Agreement as soon as practicable. Notwithstanding anything to the contrary in the Merger Agreement, neither CBS nor the Purchaser shall be required to (and none of CNET or its subsidiaries shall, without the prior written consent of CBS, agree to), in connection with the matters required under the Merger Agreement, (i) pay any amounts (other than the payment of filing fees and expenses and fees of counsel), or grant any counterparty to any contract, agreement or other arrangement any material accommodation, (ii) commence or defend any litigation, (iii) hold separate (including by trust or otherwise) or divest any of its businesses, product lines or assets, or (iv) agree to any limitation on the operation or conduct of

its businesses, unless the adverse consequences of the applicable actions described in clauses (i) through (iv), whether to be suffered by CBS, the Purchaser or CNET, would be immaterial in relation to CNET and its subsidiaries, taken as a whole.

State Takeover Laws. If any "fair price," "business combination" or "control share acquisition" statute or other similar statute or regulation is or may become applicable to any transaction contemplated by the Merger Agreement, (a) the parties shall use commercially reasonable efforts to take such actions as are reasonably necessary so that the transactions contemplated thereunder may be consummated as promptly as practicable on the terms contemplated thereby and (b) the CNET Board shall take all actions necessary to render such statutes inapplicable to any transaction contemplated by the Merger Agreement.

Directors and Officers. The Merger Agreement provides that the directors of the Purchaser immediately prior to the Effective Time will become the directors of the Surviving Corporation. The officers of CNET immediately prior to the Effective Time shall be the officers of the Surviving Corporation. If requested by CBS prior to the Effective Time, CNET will use commercially reasonable efforts to cause such directors of CNET and/or its subsidiaries, as specified by CBS, to tender their resignations as directors, effective upon the Effective Time. Following the Acceptance Time, and at all times thereafter, CNET will, upon CBS' request and subject to compliance with applicable law, take all actions reasonably necessary to cause persons designated by CBS to become directors of the CNET Board (or any committee thereof or any board of directors or similar governing bodies of CNET subsidiaries, as specified by CBS) such that the number of CBS' designees to the CNET Board (or any such committee or other board of directors or governing body specified by CBS) will be proportional to the combined percentage ownership of the Shares of CBS, the Purchaser and their respective affiliates. CNET will take all actions reasonably necessary to permit CBS' designees to be so elected in accordance with this provision, to the extent permitted by applicable law and the rules of Nasdaq and subject to certain conditions specified in the Merger Agreement.

Conditions to the Merger. The Merger Agreement provides that the obligations of CNET, CBS and Purchaser to consummate the Merger are subject to the satisfaction or waiver in writing (where permissible) at or prior to the Effective Time of the following: (i) if the adoption of the Merger Agreement by the CNET stockholders is required by the DGCL, the CNET stockholder approval shall have been obtained by CNET, provided, that CBS, the Purchaser and their respective subsidiaries shall have voted all of their Shares in favor of adopting the Merger Agreement, (ii) the Purchaser shall have accepted for payment and paid for all of the Shares validly tendered and not withdrawn pursuant to the Offer, and (iii) no governmental authority shall have enacted, issued, promulgated, enforced or entered any injunction, order, decree or ruling (whether temporary, preliminary or permanent) which is then in effect and has the effect of making consummation of the Merger illegal or prohibiting consummation of the Merger.

The obligation of CNET to consummate the Merger is subject to the satisfaction or waiver by CNET in writing (where permissible) of the condition that CBS has complied in all respects with its obligations to pay the Merger Consideration in accordance with the terms of the Merger Agreement.

Termination. The Merger Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, whether before or after obtaining the CNET stockholder approval, as follows (the date of any such termination, the "Termination Date"):

a) by mutual written consent of CBS and CNET at any time prior to the Acceptance Time;

b) by either CBS or CNET if (i) the Acceptance Time shall not have occurred on or before the Outside Date, or (ii) the Offer is terminated or withdrawn pursuant to its terms and the terms of the Merger Agreement without any Shares being purchased; provided, however, that the right to terminate the Merger Agreement will not be available to a party whose failure to fulfill any obligation under the Merger Agreement materially contributed to the failure of the Acceptance Time to occur on or before such date or the termination or withdrawal of the Offer;

c) by either CBS or CNET if any governmental authority shall have enacted, issued, promulgated, enforced or entered any injunction, order, decree or ruling or taken any other action (including the failure to have taken any action) which, in either such case, has become final and non-appealable and has the effect of making the acceptance for payment of Shares pursuant to the Offer or the consummation of the Merger illegal or otherwise preventing or prohibiting consummation of the Offer or the Merger ("Governmental Order"); provided, however, that this termination provision shall not be available to any party unless such party shall have used its commercially reasonable efforts to oppose any such Governmental Order or to have such Governmental Order vacated or made inapplicable to the Offer and the Merger;

d) by CBS, if prior to the Acceptance Time there shall have been a breach or inaccuracy of any representation, warranty, covenant or agreement on the part of CNET contained in the Merger Agreement, which breach or inaccuracy would (i) give rise to the failure of any condition to the Offer, and (ii) is not cured or is not capable of being cured by the Outside Date; provided, that neither CBS nor the Purchaser is then in material breach of any representation, warranty or covenant under the Merger Agreement;

e) by CBS, if due to a circumstance or occurrence that if occurring after the commencement of the Offer would make it impossible to satisfy one or more of the conditions of the Offer, the Purchaser shall have failed to commence the Offer;

f) by CNET, if prior to the Acceptance Time there shall have been a breach or inaccuracy of any representation, warranty, covenant or agreement on the part of CBS or the Purchaser contained in the Merger Agreement, which breach or inaccuracy (i) would reasonably be expected to prevent CBS or the Purchaser from accepting for payment or paying for Shares pursuant to the Offer or consummating the Merger in accordance with the terms of the Merger Agreement and (ii) is not cured or is not capable of being cured by the Outside Date; provided, that CNET is not then in material breach of any representation, warranty or covenant under the Merger Agreement;

g) by CBS, if an Adverse Recommendation Change shall have occurred; or

h) by CNET, if prior to the Acceptance Time, (i) CNET is in compliance, in all material respects, with its obligations under Section 8.03 of the Merger Agreement, entitled "Solicitation", (ii) the CNET Board has received a Company Acquisition Proposal that it has determined in good faith, after consultation with its financial advisor, constitutes a Company Superior Proposal, (iii) CNET has notified CBS in writing that it intends to enter into a definitive agreement implementing such Company Superior Proposal, attaching the most current version of such agreement (including any amendments, supplements or modifications) to such notice (a "Superior Proposal Notice"), (iv) during the three business day period commencing upon CNET's delivery to CBS of its Superior Proposal Notice, (A) CNET shall have offered to negotiate with (and, if accepted, negotiate in good faith with), CBS in making adjustments to the terms and conditions of the Merger Agreement and (B) the CNET Board shall have determined in good faith, after the end of such three business day period, and after considering the results of such negotiations and the revised proposals made by CBS, if any, that the Company Superior Proposal giving rise to such notice continues to be a Company Superior Proposal (any amendment, supplement or modification to the financial terms or other material terms of any Company Acquisition Proposal shall be deemed a new Company Acquisition Proposal and CNET may not terminate the Merger Agreement unless CNET has complied with the requirements with respect to such new Company Acquisition Proposal, including sending a Superior Proposal Notice with respect to such new Company Acquisition Proposal and offering to negotiate for three business days following such new Superior Proposal Notice), (v) CNET, prior to or concurrently with, such termination pays to CBS in immediately available funds the termination fee required to be paid under the Merger Agreement, and (vi) the CNET Board concurrently approves, and CNET concurrently enters into, a definitive agreement providing for the implementation of such Company Superior Proposal.

As used in the Merger Agreement, a "Company Superior Proposal" means any bona fide written offer, obtained after the date of the Merger Agreement and not in breach of the terms thereof, to acquire, directly or indirectly, for consideration consisting of cash and/or securities, 90% or more of the equity securities of CNET or all or substantially all of the assets of CNET and CNET subsidiaries on a consolidated basis, which offer is on terms that the CNET Board determines in its good faith judgment (after consultation with its financial advisor of nationally recognized reputation and outside counsel), taking into account all relevant factors, (A) would, if consummated, result in a transaction that is more favorable to the holders of Shares from a financial point of view than the transactions contemplated by the Merger Agreement (including the terms of any proposal by CBS to modify the terms of such transactions) and (B) is reasonably capable of being completed on the terms proposed.

Termination Fee. The Merger Agreement contemplates that a termination fee of $35 million (the "Termination Fee") will be payable by CNET to CBS where the Merger Agreement is terminated:

a) (i) by CNET pursuant to paragraph (h) under "Termination" above, (ii) by CBS pursuant to paragraph (g) under "Termination" above, or (iii) by CNET or CBS pursuant to paragraph (b) under "Termination" above following any time at which (1) CBS was entitled to terminate the Merger Agreement pursuant to paragraph (g) under "Termination" above due to an Adverse Recommendation Change and (2) the CNET Board has not reaffirmed the Company Board Recommendation subsequent to such Adverse Recommendation Change by publicly announcing such reaffirmation no later than three business days prior to the scheduled expiration date first following such Adverse Recommendation Change; or

b) (i) by CBS or CNET pursuant to paragraph (b) under "Termination" above, or by CBS pursuant to paragraph (d) under "Termination" above, (ii) at or prior to the date of termination, a Company Acquisition Proposal shall have been made known to CNET or shall have been made directly to its stockholders generally or any person shall have publicly announced an intention to make a Company Acquisition Proposal (whether or not any such Company Acquisition Proposal or announced intention is conditional or withdrawn) and (iii) concurrently with such termination or within 12 months following such termination, CNET enters into a definitive agreement to consummate or consummates a transaction contemplated by any Company Acquisition Proposal (for purposes of this clause (b), "50%" shall be substituted for "15%" in the phrases dealing with assets and "50%" shall be substituted for "15%" in phrases dealing with equity securities or voting power in the definition of Company Acquisition Proposal).

Under the Merger Agreement, CBS and the Purchaser acknowledge and agree that in the event that CBS is entitled to receive the Termination Fee pursuant to the Merger Agreement, the right of CBS to receive such amount shall constitute each of CBS and Purchaser's sole and exclusive remedy for, and such amount shall constitute liquidated damages in respect of, any termination of the Merger Agreement regardless of the circumstances giving rise to such termination.

Amendment. The Merger Agreement may be amended by the parties by action taken by their respective boards of directors (or similar governing bodies or entities) at any time prior to the Effective Time, provided, that, after CNET stockholder approval has been obtained, no amendment may be made without further stockholder approval which, by law or in accordance with the rules of Nasdaq, requires further approval by such stockholders. The Merger Agreement may not be amended except by an instrument in writing signed by the parties.

Employment Agreements

At the request of CBS, and in conjunction with the execution of the Merger Agreement, each of Neil Ashe and Zander Lurie entered into an employment agreement, dated May 15, 2008, with CNET and CBS (respectively, the "Amended and Restated Ashe Employment Agreement" and the "Lurie Employment

Agreement") to continue their employment with CNET subject to and effective upon the closing of the Merger. The Amended and Restated Ashe Employment Agreement amends and restates that certain Employment Agreement, dated December 20, 2006, between Mr. Ashe and CNET (the "Ashe Employment Agreement"). The Amended and Restated Ashe Employment Agreement contains a three year term and the Lurie Employment Agreement contains a two year term, in each case, commencing from the Effective Time.

Pursuant to the terms of the Amended and Restated Ashe Employment Agreement, Mr. Ashe will receive $500,000 plus an additional amount equal to the pro rata portion of his annual bonus for the year in which the Effective Time occurs. Pursuant to the terms of the Lurie Employment Agreement, Mr. Lurie will receive $350,000 plus an additional amount equal to the pro rata portion of his annual bonus for the year in which the Effective Time occurs. The above-described payments for Messrs. Ashe and Lurie are scheduled to be paid as soon as practicable following the later of January 1, 2009 (but in no event later than January 31, 2009) or the Effective Time. Pursuant to the Amended and Restated Ashe Employment Agreement and the Lurie Employment Agreement, each of Messrs. Ashe and Lurie has agreed (i) to remain employed by CNET during the period of time between the execution of the Merger Agreement and the Effective Time and (ii) that neither the consummation of the Offer or the Merger shall constitute "Good Reason" as defined under the Ashe Employment Agreement, in the case of Mr. Ashe, or the existing severance agreement between the Company and Mr. Lurie, in the case of Mr. Lurie.

Pursuant to the Amended and Restated Ashe Employment Agreement, beginning as of the Effective Time, Mr. Ashe will be paid a salary of $750,000 per annum and will also be eligible to receive annual bonus compensation, with a target bonus of not less than 100% of his annual salary. Mr. Ashe will also be eligible to receive annual grants of long-term incentive compensation under CBS' 2004 Long-Term Management Incentive Plan, or any successor plan (the "LTMIP"), with a target long-term incentive award and a grant date value equal to not less than $1,625,000 for each year of the Amended and Restated Ashe Employment Agreement following 2008. In addition, Mr. Ashe will be eligible to receive an award of stock options under the LTMIP, with a value of $1,625,000, following the close of business 10 trading days after the Merger.

Pursuant to the Lurie Employment Agreement, beginning as of the Effective Time, Mr. Lurie will be paid a salary of $400,000 per annum and will also be eligible to receive annual bonus compensation, with a target bonus of not less than 50% of his annual salary. Mr. Lurie will also be eligible to receive two grants of long-term incentive compensation under the LTMIP, with a target long-term incentive award and a grant date value equal to not less than $1,000,000. For the first grant, Mr. Lurie will be eligible to receive an award of stock options under the LTMIP, with a value of $1,000,000, following the close of business 10 trading days after the Merger.

Both the Amended and Restated Ashe Employment Agreement and the Lurie Employment Agreement provide for certain termination payments and benefits in the event that their employment is terminated "without Cause" or if they terminate their employment for "Good Reason" as defined in such agreements. If either of such executive's employment is terminated under such circumstances, each agreement provides for a payment to the applicable executive of 12 months of his then current base salary and bonus compensation prorated for the calendar year in which such termination occurs and medical and dental insurance coverage provided under CBS-paid COBRA benefits. In addition, long term incentive compensation will be paid in accordance with the terms of the grants thereof, and any 2008 stock option grants that vest within 18 months after termination will immediately vest on the termination date and remain exercisable until the greater of 18 months following the termination date or the period provided in the grant agreements.

Both the Amended and Restated Ashe Employment Agreement and the Lurie Employment Agreement also include non-solicitation, non-disparagement, litigation and confidentiality provisions.

CNET has also agreed that Andy Sherman, CNET's Senior Vice President, General Counsel and Corporate Secretary, will be paid an amount equal to his annual base salary as of the Effective Time plus an additional

amount equal to the pro rata portion of his annual bonus for the year in which the Effective Time occurs. In consideration for, and prior to, such payments, CNET and CBS intend to enter into a formal letter agreement with Mr. Sherman, which will set forth such payments and whereby (i) Mr. Sherman will agree to remain employed by CNET during the period of time between the execution of the Merger Agreement and the Effective Time, and (ii) each party shall agree that neither the consummation of the Offer nor the Merger shall constitute "Good Reason" as defined under the existing severance agreement between CNET and Mr. Sherman. Except as otherwise to be provided in the letter agreement, it is intended that the existing severance agreement for Mr. Sherman shall remain in full force and effect in accordance with its terms.

12. Purpose of the Offer; Plans for CNET.

Purpose of the Offer. The purpose of the Offer is for CBS, through the Purchaser, to acquire control of, and the entire equity interest in, CNET. The Offer, as the first step in the acquisition of CNET, is intended to facilitate the acquisition of all outstanding Shares. The purpose of the Merger is to acquire all outstanding Shares not tendered and purchased pursuant to the Offer. If the Offer is successful, the Purchaser intends to consummate the Merger as promptly as practicable.

If you sell your Shares in the Offer, you will cease to have any equity interest in CNET or any right to participate in its earnings and future growth. If you do not tender your Shares, but the Merger is consummated, you also will no longer have an equity interest in CNET. Similarly, after selling your Shares in the Offer or the subsequent Merger, you will not bear the risk of any decrease in the value of CNET.

Short-form Merger. The DGCL provides that if a parent company owns at least 90% of each class of stock of a subsidiary, the parent company can effect a short-form merger with that subsidiary without the action of the other stockholders of the subsidiary. Accordingly, if as a result of the Offer, the Top-Up Option or otherwise, Purchaser directly or indirectly owns at least 90% of the Shares, CBS and the Purchaser anticipate to effect the Merger without prior notice to, or any action by, any other stockholder of CNET if permitted to do so under the DGCL. Even if CBS and Purchaser do not own 90% of the outstanding Shares following consummation of the Offer, CBS and Purchaser could seek to purchase additional Shares in the open market, from CNET or otherwise in order to reach the 90% threshold and effect a short-form merger. The consideration per Share paid for any Shares so acquired, other than Shares acquired pursuant to the Top-Up Option, may be greater or less than that paid in the Offer.

Plans for CNET. Except as otherwise provided herein, it is expected that, initially following the Merger, the business and operations of CNET will, except as set forth in this Offer to Purchase, be continued substantially as they are currently being conducted. CBS will continue to evaluate the business and operations of CNET during the pendancy of the Offer and after the consummation of the Offer and the Merger and will take such actions as it deems appropriate under the circumstances then existing. Thereafter, CBS intends to review such information as part of a comprehensive review of CNET's business, operations, capitalization and management with a view to optimizing development of CNET's potential in conjunction with CBS' existing business.

Assuming we purchase Shares pursuant to the Offer, CBS intends to promptly upon the acceptance for payment of, and payment by the Purchaser for, any Shares pursuant to the Offer (and from time to time thereafter as Shares are acquired by CBS or the Purchaser) to designate a number of directors that is the same proportion as the percentage of Shares then beneficially owned by CBS with respect to the number of Shares then outstanding, subject to applicable law and Nasdaq rules applicable to CNET. Under the terms of the Merger Agreement, CNET is required to use its commercially reasonable efforts to either increase the size of CNET's Board of Directors or obtain the resignation of such number of incumbent directors as is necessary to enable CBS' director designees to be elected or appointed to CNET's Board of Directors. CNET also agreed to cause individuals designated by Parent to have the same proportionate representation on (i) each committee of the CNET's Board

of Directors and (ii) each board of directors and each committee thereof of each subsidiary of CNET. Following the election or appointment of CBS' designees to the Board of Directors of CNET and until the Effective Time of the Merger, the approval of a majority of the directors on CNET's Board of Directors who were not designated by CBS and are not employees of CNET will be required for approval of any amendment to the certificate of incorporation or bylaws of CNET and certain actions relating to the Merger.

Except as set forth in this Offer to Purchase, the Purchaser and CBS have no present plans or proposals that would relate to or result in (i) any extraordinary corporate transaction involving CNET or any of its subsidiaries (such as a merger, reorganization, liquidation, relocation of any operations or sale or other transfer of a material amount of assets), (ii) any sale or transfer of a material amount of assets of CNET or any of its subsidiaries, (iii) any material change in CNET's capitalization or dividend policy, or (iv) any other material change in CNET's corporate structure or business.

13. Certain Effects of the Offer.

Market for the Shares. The purchase of Shares pursuant to the Offer will reduce the number of holders of Shares and the number of Shares that might otherwise trade publicly, which could adversely affect the liquidity and market value of the remaining Shares. We cannot predict whether the reduction in the number of Shares that might otherwise trade publicly would have an adverse or beneficial effect on the market price for, or marketability of, the Shares or whether such reduction would cause future market prices to be greater or less than the Offer Price.

Stock Quotation. Depending upon the number of Shares purchased pursuant to the Offer, the Shares may no longer meet the requirements for continued listing on Nasdaq. According to the published guidelines of The Nasdaq Stock Market, LLC (the "Nasdaq Stock Market"), the Nasdaq Stock Market would consider disqualifying the Shares for listing on Nasdaq (though not necessarily for listing on The Nasdaq Capital Market) if, among other possible grounds, the number of publicly held Shares falls below 750,000, the total number of beneficial holders of round lots of Shares falls below 400, the market value of publicly held Shares over a 30 consecutive business day period is less than $5 million, there are fewer than two active and registered market makers in the Shares over a ten consecutive business day period, CNET has stockholders' equity of less than $10 million, or the bid price for the Shares over a 30 consecutive business day period is less than $1. Furthermore, the Nasdaq Stock Market would consider delisting the Shares from Nasdaq altogether if, among other possible grounds, (i) the number of publicly held Shares falls below 500,000, (ii) the total number of beneficial holders of round lots of Shares falls below 300, (iii) the market value of publicly held Shares over a 30 consecutive business day period is less than $1 million, (iv) there are fewer than two active and registered market makers in the Shares over a ten consecutive business day period, (v) the bid price for the Shares over a 30 consecutive business day period is less than $1, or (vi) (A) CNET has stockholders' equity of less than $2.5 million, (B) the market value of CNET's listed securities is less than $35 million over a ten consecutive business day period, and (C) CNET's net income from continuing operations is less than $500,000 for the most recently completed fiscal year and two of the last three most recently completed fiscal years. Shares held by officers or directors of CNET, or by any beneficial owner of more than 10% of the Shares, will not be considered as being publicly held for this purpose. According to CNET, as of May 13, 2008, there were 152,383,712 Shares outstanding. If, as a result of the purchase of Shares pursuant to the Offer or otherwise, the Shares are either no longer eligible for Nasdaq or are delisted from Nasdaq altogether, the market for Shares will be adversely affected.

Margin Regulations. The Shares are currently "margin securities" under the Regulations of the Board of Governors of the Federal Reserve System (the "Federal Reserve Board"), which has the effect, among other things, of allowing brokers to extend credit on the collateral of the Shares. Depending upon factors similar to those described above regarding the market for the Shares and stock quotations, it is possible that, following the Offer, the Shares would no longer constitute "margin securities" for the purposes of the margin regulations of the Federal Reserve Board and, therefore, could no longer be used as collateral for loans made by brokers.

Exchange Act Registration. The Shares are currently registered under the Exchange Act. Such registration may be terminated upon application of CNET to the SEC if the Shares are neither listed on a national securities

exchange nor held by 300 or more holders of record. Termination of registration of the Shares under the Exchange Act would substantially reduce the information required to be furnished by CNET to its stockholders and to the SEC and would make certain provisions of the Exchange Act no longer applicable to CNET, such as the short-swing profit recovery provisions of Section 16(b) of the Exchange Act, the requirement of furnishing a proxy statement pursuant to Section 14(a) of the Exchange Act in connection with stockholders' meetings and the related requirement of furnishing an annual report to stockholders and the requirements of Rule 13e-3 under the Exchange Act with respect to "going private" transactions. Furthermore, the ability of "affiliates" of CNET and persons holding "restricted securities" of CNET to dispose of such securities pursuant to Rule 144 promulgated under the Securities Act of 1933, as amended, may be impaired or eliminated. If registration of the Shares under the Exchange Act were terminated, the Shares would no longer be "margin securities" or be eligible for listing on Nasdaq. We intend and will cause CNET to terminate the registration of the Shares under the Exchange Act as soon after consummation of the Offer as the requirements for termination of registration are met. If registration of the Shares is not terminated prior to the Merger, the registration of the Shares under the Exchange Act will be terminated following the consummation of the Merger.

14. Dividends and Distributions.

The Merger Agreement provides that from the date of the Merger Agreement to the Effective Time, without the prior written consent of CBS (which consent will not be unreasonably withheld, delayed or conditioned), CNET will not, and will not allow its subsidiaries to, declare, set aside, make or pay any dividends on or make any distribution payable in cash, capital stock, property or otherwise with respect to CNET Shares to any holder of CNET Shares.

15. Certain Conditions of the Offer.

For the purposes of this Section 15, capitalized terms used but not defined herein will have the meanings set forth in the Merger Agreement. Notwithstanding any other provision of the Offer, the Purchaser shall not be required to accept for payment or, subject to the applicable rules and regulations of the SEC, including Rule 14e-1(c) under the Exchange Act, pay for any Shares tendered pursuant to the Offer, unless (i) the Minimum Tender Condition shall have been satisfied; (ii) the Regulatory Condition shall have been satisfied; and (iii) at the then effective date of the expiration of the Offer, none of the following conditions shall exist:

(a) The representations and warranties of CNET contained in the Merger Agreement (other than the representations and warranties set forth in Sections 5.03(a) (entitled "Capitalization"), 5.03(c) (entitled "Capitalization") and 5.08(b) (entitled "Absence of Certain Changes or Events")) that (i) are not made as of a specific date are not true and correct as of the date of the Merger Agreement and as of the Acceptance Time, as though made on and as of the Acceptance Time, (ii) are made as of a specific date are not true and correct as of such date, in each case, except where the failure of such representations or warranties to be true and correct (without giving effect to any limitation as to "materiality" or "Material Adverse Effect" set forth in such representations and warranties) has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (iii) are set forth in Section 5.03(a) are not true and correct, except for (A) de minimis deviations, (B) deviations resulting from the grant of Company Stock Options as permitted under the Merger Agreement or disclosed in the Company Disclosure Schedule and (C) deviations resulting from the issuance of Shares pursuant to the exercise of Company Stock Options, (iv) are set forth in Section 5.03(c) are not true and correct in any respect, and (v) are set forth in Section 5.08(b) are not true and correct in any respect, in each case of clauses (iii), (iv) and (v) immediately above, as of the date of the Merger Agreement and the Acceptance Time, as though made on and as of the Acceptance Time;

(b) CNET shall have failed to perform and comply with, in any material respect, its obligations, agreements and covenants to be performed or complied with by it under the Merger Agreement on or prior to the Acceptance Time;

(c) CNET shall have failed to deliver to CBS a certificate signed by an officer of CNET and certifying as to the satisfaction by CNET of the applicable conditions specified in clauses (a) and (b) immediately above;

(d) There shall be any injunction, judgment, ruling, order or decree issued or any Law (other than routine application of the waiting period provisions of the HSR Act) enacted, issued, promulgated or enforced, by any Governmental Authority which prohibits or makes illegal consummation of the Offer or the Merger; and

(e) The Agreement shall have been terminated in accordance with its terms.

The foregoing conditions are for the sole benefit of CBS and Purchaser and may be asserted by either of them regardless or the circumstances giving rise to such conditions or may be waived by CBS or Purchaser, in whole or in part in the sole discretion of CBS or the Purchaser (except for any condition which, pursuant to Section 2.01 of the Merger Agreement, may only be waived with the Company's consent). The failure by CBS, Purchaser or any other Affiliate of CBS at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right, the waiver of any such right with respect to particular facts and circumstances shall not be deemed a waiver with respect to any other facts and circumstances and each such right shall be deemed an ongoing right that may be asserted at any time and from time to time.

16. Certain Legal Matters; Regulatory Approvals.

General. Except as described by CNET in Item 8(g)—"Additional Information—Certain Litigation" of its Solicitation/Recommendation Statement filed on Schedule 14D-9 with the SEC, we are not aware of any pending legal proceeding relating to the Offer. Except as described in this Section 16, based on our examination of publicly available information filed by CNET with the SEC and other information concerning CNET, we are not aware of any governmental license or regulatory permit that appears to be material to CNET's business that might be adversely affected by our acquisition of Shares as contemplated herein or of any approval or other action by any governmental, administrative or regulatory authority or agency, domestic or foreign, that would be required for the acquisition or ownership of Shares by the Purchaser or CBS as contemplated herein. Should any such approval or other action be required, we currently contemplate that, except as described below under "State Takeover Statutes," such approval or other action will be sought. While we do not currently intend to delay acceptance for payment of Shares tendered pursuant to the Offer pending the outcome of any such matter, there can be no assurance that any such approval or other action, if needed, would be obtained or would be obtained without substantial conditions or that if such approvals were not obtained or such other actions were not taken, adverse consequences might not result to CNET's business, any of which under certain conditions specified in the Merger Agreement, could cause us to elect to terminate the Offer without the purchase of Shares thereunder under certain conditions. See Section 15—"Certain Conditions of the Offer."

Antitrust Compliance. Under the HSR Act, and the related rules and regulations that have been issued by the Federal Trade Commission (the "FTC"), certain transactions may not be consummated until specified information and documentary material ("Premerger Notification and Report Forms") have been furnished to the FTC and the Antitrust Division of the Department of Justice (the "Antitrust Division") and certain waiting period requirements have been satisfied. These requirements of the HSR Act apply to the acquisition of Shares in the Offer and the Merger.

Under the HSR Act, our purchase of Shares in the Offer may not be completed until the expiration of a 15 calendar day waiting period following the filing by Mr. Sumner M. Redstone, as the ultimate parent entity of the Purchaser, of a Premerger Notification and Report Form concerning the Offer with the FTC and the Antitrust Division, unless the waiting period is earlier terminated by the FTC and the Antitrust Division. Mr. Redstone is expected to file Premerger Notification and Report Forms with the FTC and the Antitrust Division in connection with the purchase of Shares in the Offer and the Merger on May 23, 2008. Accordingly, the required waiting period with respect to the Offer and the Merger will expire at 11:59 p.m., New York City time, on or about

June 9, 2008, unless earlier terminated by the FTC and the Antitrust Division or unless the FTC or the Antitrust Division issues a request for additional information and documentary material (a "Second Request") prior to that time. If within the 15 calendar day waiting period either the FTC or the Antitrust Division issues a Second Request, the waiting period with respect to the Offer and the Merger would be extended until 10 calendar days following the date of substantial compliance by CBS with that request, unless the FTC or the Antitrust Division terminates the additional waiting period before its expiration. After the expiration of the 10 calendar day waiting period, the waiting period could be extended only by court order or with CBS' consent. In practice, complying with a Second Request can take a significant period of time. Although CNET is required to file certain information and documentary material with the FTC and the Antitrust Division in connection with the Offer, neither CNET's failure to make those filings nor a request for additional documents and information issued to CNET from the FTC or the Antitrust Division will extend the waiting period with respect to the purchase of Shares in the Offer and the Merger. The Merger will not require an additional filing under the HSR Act if Purchaser owns more than 50% of the outstanding Shares at the time of the Merger or if the Merger occurs within one year after the HSR Act waiting period applicable to the Offer expires or is terminated.

The FTC and the Antitrust Division will scrutinize the legality under the antitrust laws of Purchaser's proposed acquisition of CNET. At any time before or after Purchaser's acceptance for payment of Shares pursuant to the Offer, if the Antitrust Division or the FTC believes that the Offer would violate the US federal antitrust laws by substantially lessening competition in any line of commerce affecting US consumers, the FTC and the Antitrust Division have the authority to challenge the transaction by seeking a federal court order enjoining the transaction or, if shares have already been acquired, requiring disposition of such Shares, or the divestiture of substantial assets of Purchaser, CNET, or any of their respective subsidiaries or affiliates or requiring other conduct relief. US state attorneys general and private persons may also bring legal action under the antitrust laws seeking similar relief or seeking conditions to the completion of the Offer. While CBS believes that consummation of the Offer would not violate any antitrust laws, there can be no assurance that a challenge to the Offer on antitrust grounds will not be made or, if a challenge is made, what the result will be. If any such action is threatened or commenced by the FTC, the Antitrust Division or any state or any other person, Purchaser may not be obligated to consummate the Offer or the Merger. See Section 15—"Certain Conditions of the Offer."

German Merger Control Law: Under German merger control law, the purchase of Shares in the Offer must not be completed until the expiration of a one month waiting period following the Federal Cartel Office (FCO)'s receipt of a complete filing by CBS without any decision of the FCO to enter into an in-depth investigation (Hauptprüfverfahren) has been passed or a clearance has been obtained. CBS filed a merger control notification on May 21, 2008 with the FCO. Accordingly, the required waiting period with respect to the Offer and the Merger will expire at 11:59 p.m., CET, on June 23, 2008 unless clearance has been obtained earlier or the FCO has entered into an in-depth investigation prior to that time. If the latter is the case, the waiting period with respect of the Offer and the Merger would be extended until the expiration of four months following the FCO's receipt of the complete notification, unless clearance has been obtained. After expiration of the four month waiting period, the waiting period could be extended only with the consent of CNET and CBS.

As long as no clearance has been obtained, it is illegal and subject to administrative fines, to consummate the Offer and the Merger. Agreements concluded under German law would be deemed to be invalid. Within its investigation, the FCO determines whether the Merger would result in the formation or strengthening of a market dominant position of the parties in a relevant market. Should the FCO come to the conclusion that this is the case, it may prohibit the Merger or impose remedies which regularly consist of divestitures of certain businesses or parts of those. If the latter is the case, the Merger may be consummated upon the issuance of the clearance decision (in case of non-conditional remedies which have to be fulfilled later on within a certain time frame) or upon the complete fulfillment of all respective conditions (in case of conditional remedies).

Other Foreign Laws. CNET and CBS and certain of their respective subsidiaries conduct business in several foreign countries where regulatory filings or approvals may be required or desirable in connection with the

consummation of the Offer. Certain of such filings or approvals, if required or desirable, may not be made or obtained prior to the expiration of the Offer. CBS and CNET are analyzing the applicability of any such laws and currently intend to take such action as may be required or desirable. If any foreign governmental entity takes an action prior to the completion of the Offer that might have certain adverse effects, Purchaser may not be obligated to accept for payment or pay for any Shares tendered. See Section 15—"Certain Conditions of the Offer."

State Takeover Laws. CNET is incorporated under the laws of the State of Delaware. In general, Section 203 of the DGCL prevents a Delaware corporation from engaging in a "business combination" (defined to include mergers and certain other actions) with an "interested stockholder" (including a person who owns or has the right to acquire 15 percent or more of a corporation's outstanding voting stock) for a period of three years following the date such person became an "interested stockholder" unless, among other things, the "business combination" is approved by the board of directors of such corporation before such person became an "interested stockholder." CNET has elected not to be governed by Section 203 of the DGCL and, therefore, Section 203 of the DGCL is inapplicable to the Merger Agreement and the transactions contemplated therein.

A number of states have adopted laws and regulations applicable to attempts to acquire securities of corporations that are incorporated, or have substantial assets, stockholders, principal executive offices or principal places of business, or whose business operations otherwise have substantial economic effects, in such states. In 1982, in *Edgar v. MITE Corp.*, the Supreme Court of the United States invalidated on constitutional grounds the Illinois Business Takeover Statute which, as a matter of state securities law, made takeovers of corporations meeting certain requirements more difficult. However, in 1987, in *CTS Corp. v. Dynamics Corp. of America*, the Supreme Court held that the State of Indiana could, as a matter of corporate law, constitutionally disqualify a potential acquiror from voting shares of a target corporation without the prior approval of the remaining stockholders where, among other things, the corporation is incorporated, and has a substantial number of stockholders, in the state. Subsequently, in *TLX Acquisition Corp. v. Telex Corp.*, a U.S. federal district court in Oklahoma ruled that the Oklahoma statutes were unconstitutional as applied to corporations incorporated outside Oklahoma in that they would subject such corporations to inconsistent regulations. Similarly, in *Tyson Foods, Inc. v. McReynolds*, a U.S. federal district court in Tennessee ruled that four Tennessee takeover statutes were unconstitutional as applied to corporations incorporated outside Tennessee. This decision was affirmed by the United States Court of Appeals for the Sixth Circuit. In December 1988, a U.S. federal district court in Florida held in *Grand Metropolitan PLC v. Butterworth* that the provisions of the Florida Affiliated Transactions Act and the Florida Control Share Acquisition Act were unconstitutional as applied to corporations incorporated outside of Florida. The state law before the Supreme Court was by its terms applicable only to corporations that had a substantial number of stockholders in the state and were incorporated there.

CNET, directly or through subsidiaries, conducts business in a number of states throughout the United States, some of which have enacted takeover laws. We do not know whether any of these laws will, by their terms, apply to the Offer or the Merger and have not attempted to comply with any such laws. Should any person seek to apply any state takeover law, we will take such action as then appears desirable, which may include challenging the validity or applicability of any such statute in appropriate court proceedings. In the event any person asserts that the takeover laws of any state are applicable to the Offer or the Merger, and an appropriate court does not determine that it is inapplicable or invalid as applied to the Offer or the Merger, we may be required to file certain information with, or receive approvals from, the relevant state authorities. In addition, if enjoined, we may be unable to accept for payment any Shares tendered pursuant to the Offer, or be delayed in continuing or consummating the Offer and the Merger. In such case, we may not be obligated to accept for payment any Shares tendered in the Offer. See Section 15—"Certain Conditions of the Offer."

17. Appraisal Rights.

No appraisal rights are available with respect to Shares tendered and accepted for purchase in the Offer. However, if the Merger is consummated, stockholders who do not tender their Shares in the Offer and who do not vote for adoption of the Merger Agreement will have certain rights under the DGCL to demand appraisal of,

and to receive payment in cash of the fair value of, their Shares, in lieu of the right to receive the Merger Consideration. Such rights to demand appraisal, if the statutory procedures are met, could lead to a judicial determination of the fair value of the Shares, as of the Effective Time (excluding any element of value arising from the accomplishment or expectation of the Merger), required to be paid in cash to such dissenting holders for their Shares. In addition, such dissenting stockholders would be entitled to receive interest from the date of consummation of the Merger on the amount determined to be the fair value of their Shares. Unless the Court in its discretion determines otherwise for good cause shown, such interest shall be compounded quarterly and shall accrue at 5% over the Federal Reserve discount rate (including any surcharge) as in effect from time to time during the period between the Effective Time and the date of payment of the judgment. In determining the fair value of the Shares, the court is required to take into account all relevant factors. Accordingly, such determination could be based upon considerations other than, or in addition to, the market value of the Shares, including, among other things, asset values and earning capacity. In *Weinberger v. UOP, Inc.*, the Delaware Supreme Court stated, among other things, that "proof of value by any techniques or methods which are generally considered acceptable in the financial community and otherwise admissible in court" should be considered in an appraisal proceeding. Therefore, the value so determined in any appraisal proceeding could be the same as, or more or less than, the Offer Price or the Merger Consideration.

If any holder of Shares who demands appraisal under Delaware law fails to perfect, or effectively withdraws or loses his rights to appraisal as provided under Delaware law, each Share of such stockholder will be converted into the right to receive the Merger Consideration. A stockholder may withdraw his, her or its demand for appraisal by delivering to CNET a written withdrawal of his, her or its demand for appraisal and acceptance of the Merger within 60 days after the Effective Time of the Merger (or thereafter with the consent of the Surviving Corporation).

The foregoing discussion is not a complete statement of law pertaining to appraisal rights under Delaware law and is qualified in its entirety by reference to Delaware law.

You cannot exercise appraisal rights at this time. The information set forth above is for informational purposes only with respect to your alternatives if the Merger is consummated. If you are entitled to appraisal rights in connection with the Merger, you will receive additional information concerning appraisal rights and the procedures to be followed in connection therewith, including the text of the relevant provisions of Delaware law, before you have to take any action relating thereto.

If you sell your Shares in the Offer, you will not be entitled to exercise appraisal rights with respect to your Shares but, rather, will receive the Offer Price therefor.

18. Fees and Expenses.

Citigroup Global Markets Inc. and UBS Securities LLC are acting as Dealer Managers in connection with the Offer. CBS and the Purchaser have agreed to reimburse Citigroup Global Markets Inc. and UBS Securities LLC for their reasonable fees and expenses, as applicable, incurred in connection with Citigroup Global Markets Inc.'s and UBS Securities LLC's engagement, and to indemnify Citigroup Global Markets Inc. and UBS Securities LLC, and certain related parties against specified liabilities, including liabilities under the federal securities laws. In the ordinary course of business, Citigroup Global Markets Inc., UBS Securities LLC and their respective affiliates may actively trade or hold securities or loans of CBS and CNET for their own accounts or for the accounts of customers and, accordingly, Citigroup Global Markets Inc., UBS Securities LLC and/or their respective affiliates may at any time hold long or short positions in these securities or loans.

CBS and the Purchaser have retained MacKenzie Partners, Inc. to be the Information Agent and BNY Mellon Shareowner Services to be the Depositary in connection with the Offer. The Information Agent may contact holders of Shares by mail, telephone, telecopy, telegraph and personal interview and may request banks, brokers, dealers and other nominees to forward materials relating to the Offer to beneficial owners of Shares.

The Information Agent and the Depositary each will receive reasonable and customary compensation for their respective services in connection with the Offer, as applicable, will be reimbursed for reasonable out-of-pocket expenses and will be indemnified against certain liabilities and expenses in connection therewith, including certain liabilities under federal securities laws.

Neither CBS nor the Purchaser will pay any fees or commissions to any broker or dealer or to any other person (except as described herein) in connection with the solicitation of tenders of Shares pursuant to the Offer. Brokers, dealers, commercial banks and trust companies will, upon request, be reimbursed by the Purchaser for customary mailing and handling expenses incurred by them in forwarding offering materials to their customers. In those jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of the Purchaser by the Dealer Managers or one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by the Purchaser.

19. Miscellaneous.

The Offer is not being made to (nor will tenders be accepted from or on behalf of) holders of Shares in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction. In those jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of the Purchaser by the Dealer Managers or one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by the Purchaser.

No person has been authorized to give any information or to make any representation on behalf of CBS or the Purchaser not contained herein or in the Letter of Transmittal, and, if given or made, such information or representation must not be relied upon as having been authorized. No broker, dealer, bank, trust company, fiduciary or other person shall be deemed to be the agent of the Purchaser, the Depositary, the Dealer Managers or the Information Agent for the purpose of the Offer.

The Purchaser has filed with the SEC a Tender Offer Statement on Schedule TO pursuant to Rule 14d-3 of the General Rules and Regulations under the Exchange Act, together with exhibits furnishing certain additional information with respect to the Offer, and may file amendments thereto. In addition, CNET has filed with the SEC a Schedule 14D-9, together with exhibits, pursuant to Rule 14d-9 under the Exchange Act, setting forth the recommendation of the CNET Board with respect to the Offer and the reasons for such recommendation and furnishing certain additional related information. A copy of such documents, and any amendments thereto, may be examined at, and copies may be obtained from, the SEC in the manner set forth under Section 7—“Certain Information Concerning CNET” above.

Ten Acquisition Corp.

May 23, 2008

SCHEDULE I
DIRECTORS AND EXECUTIVE OFFICERS OF PURCHASER AND CBS

1. DIRECTORS AND EXECUTIVE OFFICERS OF PURCHASER.

The name, business address, present principal occupation or employment and material occupations, positions, offices or employment for the past five years of each of the directors and executive officers of Ten Acquisition Corp. are set forth below. The business address and phone number of each such director and executive officer is c/o CBS Corporation, 51 West 52nd Street New York, New York 10019 USA, (212) 975-4321. Unless otherwise noted, all directors and executive officers listed below are citizens of the United States.

NAME AND POSITION	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT
Louis J. Briskman Director, Vice President and Secretary	Mr. Briskman has been Executive Vice President and General Counsel of CBS Corporation since the separation of former Viacom Inc. into CBS Corporation and new Viacom Inc., which was completed on December 31, 2005 (the "Separation"). Previously, since September 2005, he served as Executive Vice President and General Counsel of the businesses that comprise CBS Corporation after the Separation. Prior to that, Mr. Briskman served as Senior Vice President and General Counsel of Aetna Inc. since April 2004 and as Executive Vice President and General Counsel for CBS Television from 2000 to 2002. From 1993 to 2000, Mr. Briskman served as General Counsel of the former CBS Corporation and its predecessor, Westinghouse Electric Corporation. He joined Westinghouse Electric Corporation in 1975 and became its General Counsel in 1993 after serving as General Counsel of its Group W division beginning in 1983.
Fredric G. Reynolds Executive Vice President and Chief Financial Officer	Mr. Reynolds has been Executive Vice President and Chief Financial Officer of CBS Corporation since the Separation. Previously, Mr. Reynolds served as Executive Vice President and Chief Financial Officer of the businesses that comprise CBS Corporation after the Separation and President of the CBS Television Stations Group since 2001. Prior to that, Mr. Reynolds served as Executive Vice President and Chief Financial Officer of Viacom Inc. prior to the Separation from 2000 to 2001 and served as Executive Vice President and Chief Financial Officer of the former CBS Corporation and its predecessor, Westinghouse Electric Corporation, from 1994 to 2000. Mr. Reynolds was Chief Financial Officer of CBS Inc. from April 1996 to 1997.

2. DIRECTORS AND EXECUTIVE OFFICERS OF CBS

The name, business address, present principal occupation or employment and material occupations, positions, offices or employment for the past five years of each of the directors and executive officers of CBS are set forth below. The business address and phone number of each such director and executive officer is CBS Corporation, 51 West 52 nd Street, New York, New York 10019 USA, (212) 975-4321. All directors and executive officers listed below are citizens of the United States.

NAME AND POSITION	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT AND EMPLOYMENT HISTORY
Sumner M. Redstone Executive Chairman of the Board and Founder	Mr. Redstone is CBS Corporation's Founder and has been Executive Chairman of the Board of CBS Corporation since the Separation. He was Chairman of the Board of the former Viacom Inc. from 1987 until the Separation and served as Chief Executive Officer of the former Viacom Inc. since 1996 through the Separation. Mr. Redstone has also served as Chairman of the Board of National Amusements, Inc. ("NAI") since 1986 and Chief Executive Officer of NAI since 1967. He served as President of NAI from 1967 through 1999. Mr. Redstone served as the first Chairman of the Board of the National Association of Theatre Owners and is currently a member of its Executive Committee. Mr. Redstone has lectured at a variety of universities, including Harvard Law School, Brandeis University, and in 1982 joined the faculty of the Boston University School of Law. Mr. Redstone graduated from Harvard University in 1944 and received a LL.B. from Harvard University School of Law in 1947. Upon graduation, Mr. Redstone served as Law Secretary with the United States Court of Appeals and then as a Special Assistant to the United States Attorney General. Mr. Redstone served in the Military Intelligence Division during World War II. While a student at Harvard, he was selected to join a special intelligence group whose mission was to break Japan's high-level military and diplomatic codes. Mr. Redstone received, among other honors, two commendations from the Military Intelligence Division in recognition of his service, contribution and devotion to duty. He is also a recipient of the Army Commendation Award. Mr. Redstone also serves as Executive Chairman of the Board of Directors and Founder of Viacom Inc.
Leslie Moonves President and Chief Executive Officer and Director	Mr. Moonves has been President and Chief Executive Officer and a Director of CBS Corporation since the Separation. Previously, Mr. Moonves served as Co-President and Co-Chief Operating Officer of the former Viacom Inc. since June 2004. Prior to that, Mr. Moonves served as Chairman and Chief Executive Officer of CBS Broadcasting since 2003 and as its President and Chief Executive Officer since 1998. Mr. Moonves joined the former CBS Corporation in 1995 as President, CBS Entertainment. Prior to that, Mr. Moonves was President of Warner Bros. Television since July 1993.

NAME AND POSITION	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT AND EMPLOYMENT HISTORY
David R. Andelman Director	Mr. Andelman is an attorney associated with the law firm of Lourie & Cutler, P.C. in Boston, Massachusetts since 1964. Mr. Andelman also serves as a director and treasurer of Lourie & Cutler. He is also a director of NAI.
Joseph A. Califano, Jr. Director	Mr. Califano is Chairman of the Board and President of The National Center on Addiction and Substance Abuse at Columbia University, a position he has held since 1992. Mr. Califano has served as Adjunct Professor of Public Health at Columbia University's Medical School and School of Public Health since 1992 and is a member of the Institute of Medicine of the National Academy of Sciences. He was senior partner of the Washington, D.C. office of the law firm Dewey Ballantine from 1983 to 1992. Mr. Califano served as the United States Secretary of Health, Education and Welfare from 1977 to 1979, and he served as President Lyndon B. Johnson's Assistant for Domestic Affairs from 1965 to 1969. He is the author of 11 books. Mr. Califano is also a director of Midway Games Inc. and Willis Group Holdings Limited.
William S. Cohen Director	Mr. Cohen has been Chairman and Chief Executive Officer of The Cohen Group, a business consulting firm, since January 2001. Prior to founding The Cohen Group, Mr. Cohen served as the United States Secretary of Defense from January 1997 to 2001. He also served as a United States Senator from 1979 to 1997, and as a member of the United States House of Representatives from 1973 to 1979.
Gary L. Countryman Director	Mr. Countryman has been Chairman Emeritus of the Liberty Mutual Group since 2000. He served as Chairman of Liberty Mutual Group from 1986 to 2000 and as Chief Executive Officer from 1986 to 1998. Mr. Countryman is also Chairman of the Dana Farber Cancer Institute and President of the United Ways of New England. Mr. Countryman is also a director of Bank of America Corporation, the Liberty Mutual Group and NSTAR.
Charles K. Gifford Director	Mr. Gifford has been Chairman Emeritus of Bank of America Corporation since February 2005. He was Chairman and Chief Executive Officer of BankBoston prior to its 1999 merger with Fleet Financial Group and became President and Chief Operating Officer of the combined companies. Mr. Gifford became Chief Executive Officer of FleetBoston Financial in 2001 and Chairman in 2002. Mr. Gifford is also a director of Bank of America Corporation and NSTAR.
Leonard Goldberg Director	Mr. Goldberg has been President of Mandy Films, Inc. and Panda Productions, Inc., both television and film production companies, since 1984. He was President of Twentieth Century Fox from 1987 to 1989. In addition, from 1972 to

NAME AND POSITION	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT AND EMPLOYMENT HISTORY
	1984, he partnered with producer Aaron Spelling to launch various television series and made-for-television movies. Prior to that, Mr. Goldberg served as Vice President of Production at Screen Gems (now Columbia Pictures Television) from 1969 to 1972. During the years 1961 to 1969, he served in various positions with the ABC Network, advancing to Head of Programming.
Bruce S. Gordon Director	Mr. Gordon served as President and Chief Executive Officer of the National Association for the Advancement of Colored People (NAACP) from June 2005 to March 2007. In December 2003, Mr. Gordon retired from Verizon Communications where he had served as President, Retail Markets Group since June 2000. Prior to that, Mr. Gordon served as Group President, Enterprise Business with Bell Atlantic Corporation (Verizon's predecessor) since December 1998. He served as Group President, Consumer and Small Business Services of Bell Atlantic from 1993 to August 1997, and as Group President, Retail, from August 1997 to December 1998. Mr. Gordon is also a director of Tyco International Ltd.
Linda M. Griego Director	Ms. Griego has served, since 1986, as President and Chief Executive Officer of Griego Enterprises, Inc., a business management company. She oversees the operations of Engine Co. No. 28, a prominent restaurant in downtown Los Angeles that Ms. Griego founded in 1988. From 1990 to 2000, Ms. Griego held a number of government related appointments, including Deputy Mayor of the city of Los Angeles, President and Chief Executive Officer of the Los Angeles Community Development Bank, and President and Chief Executive Officer of Rebuild LA, the agency created to jump-start inner-city economic development following the 1992 Los Angeles riots. Over the past two decades, she has also served on a number of government commissions and boards of directors of non-profit organizations, including current service on the boards of the Robert Wood Johnson Foundation, the Packard Foundation and the Public Policy Institute of California. Ms. Griego has served as a director of publicly traded and private corporations, including presently serving as director of City National Corporation, Southwest Water Company and AECOM Technology Corporation.
Arnold Kopelson Director	Mr. Kopelson has been Co-Chairman and President of Kopelson Entertainment, through which he produces films and finances the acquisition and development of screenplays, since 1979. Prior to that, he practiced entertainment and banking law, specializing in motion picture financing. He has been honored with a Best Picture Academy Award, a Golden Globe, and an Independent Spirit Award, and his films have generated 17 Academy Award

NAME AND POSITION	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT AND EMPLOYMENT HISTORY
	nominations. Mr. Kopelson serves on the Executive Committee of the Producers Branch of the Academy of Motion Picture Arts and Sciences and is a member of the Advisory Board of the Rand Corporation Center for Middle East Public Policy.
Doug Morris Director	Mr. Morris has been the Chairman and Chief Executive Officer of Universal Music Group since November 1995. In July 1995, he formed a joint venture with Universal Music Group for a full-service record label. Prior to that, Mr. Morris served as President and Chief Operating Officer of Warner Music U.S. commencing in 1994 and was soon after appointed Chairman. He served as President of Atlantic Records and Co-Chief Executive Officer of the Atlantic Recording Group from 1980 to 1994. Mr. Morris began his career as a songwriter, producer, and the founder of his own record label, which was acquired by Atlantic Records in 1978.
Shari Redstone Director	Ms. Redstone has been Vice Chair of the Board of CBS Corporation since June 2005, and President of National Amusements since January 2000. Prior to that, Ms. Redstone served as Executive Vice President of National Amusements since 1994. Ms. Redstone practiced law from 1978 to 1993, with her practice including corporate law, estate planning and criminal law. Ms. Redstone is a member of the Board of Directors and Executive Committee for the National Association of Theatre Owners, Co-Chairman and Co-President of MovieTickets.com, Inc., and Chairman and Chief Executive Officer of CineBridge Ventures, Inc. Ms. Redstone is a board member of several charitable organizations, including the Board of Trustees at Dana Farber Cancer Institute, the Board of Directors at Combined Jewish Philanthropies and the Board of Directors of the John F. Kennedy Library Foundation. Ms. Redstone is also a director of National Amusements, Midway Games Inc. (Chair) and Viacom (Vice Chair).
Frederic V. Salerno Director	Mr. Salerno is a retired Vice Chairman and Chief Financial Officer of Verizon Communications Inc., a position he held from June 2000 to October 2002. Prior to that, Mr. Salerno served as Vice Chairman and Chief Financial Officer of Bell Atlantic Corporation (Verizon’s predecessor) from August 1997. Prior to the merger of Bell Atlantic and NYNEX Corporation, Mr. Salerno served as Vice Chairman, Finance and Business Development of NYNEX from 1994 to 1997. Mr. Salerno was Vice Chairman of the Board of NYNEX and President of the NYNEX Worldwide Services Group from 1991 to 1994. Prior to the Separation, Mr. Salerno served as a director of the former Viacom Inc. from 1994 through 2005. Mr. Salerno is also a director of Akamai

NAME AND POSITION	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT AND EMPLOYMENT HISTORY
	Technologies, Inc., The Bear Stearns Companies Inc., IntercontinentalExchange, Inc., Popular Inc. and Viacom Inc.
Anthony G. Ambrosio Executive Vice President, Human Resources and Administration	Mr. Ambrosio has been Executive Vice President, Human Resources and Administration of CBS Corporation since the Separation. Previously, he served as Co-Executive Vice President, Human Resources of the former Viacom Inc. since September 2005 and as Senior Vice President, Human Resources and Administration of the CBS, Infinity and Viacom Outdoor businesses since 2000. Prior to that, Mr. Ambrosio served as Vice President, Corporate Human Resources of the former CBS Corporation.
Louis J. Briskman Executive Vice President and General Counsel	Mr. Briskman has been Executive Vice President and General Counsel of CBS Corporation since the Separation. Previously, since September 2005, he served as Executive Vice President and General Counsel of the businesses that comprise CBS Corporation after the Separation. Prior to that, Mr. Briskman served as Senior Vice President and General Counsel of Aetna Inc. since April 2004 and as Executive Vice President and General Counsel for CBS Television from 2000 to 2002. From 1993 to 2000, Mr. Briskman served as General Counsel of the former CBS Corporation and its predecessor, Westinghouse Electric Corporation. He joined Westinghouse Electric Corporation in 1975 and became its General Counsel in 1993 after serving as General Counsel of its Group W division beginning in 1983.
Martin D. Franks Executive Vice President, Policy, Planning and Government Affairs	Mr. Franks has been Executive Vice President, Policy, Planning and Government Affairs of CBS Corporation since May 22, 2008. Prior to that, he served as Executive Vice President, Planning, Policy and Government Relations of CBS Corporation since the Separation. Previously, he served as Executive Vice President, CBS Television since 2000 and was also Senior Vice President of the former Viacom Inc. from 2000 to 2005. Prior to that, Mr. Franks served as Senior Vice President of the former CBS Corporation from 1997 to 2000, as Senior Vice President, Washington of the former CBS Corporation from 1994 to 1997, and as Vice President, Washington of the former CBS Corporation from 1988 to 1994.
Susan C. Gordon Senior Vice President, Controller and Chief Accounting Officer	Ms. Gordon has been Senior Vice President, Controller and Chief Accounting Officer of CBS Corporation since the Separation. Prior to that, she served as Senior Vice President, Controller and Chief Accounting Officer of the former Viacom Inc. from May 2002 until the Separation, as Vice President, Controller and Chief Accounting Officer from April 1995 to May 2002 and as Vice President, Internal Audit of the former Viacom Inc. from October 1986 to April 1995.

NAME AND POSITION	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT AND EMPLOYMENT HISTORY
	Ms. Gordon served as Controller of Viacom Broadcasting from June 1985 to October 1986. Ms. Gordon joined the former Viacom Inc. in 1981.
Joseph R. Ianniello Senior Vice President, Chief Development Officer and Treasurer	Mr. Ianniello has been Senior Vice President, Chief Development Officer and Treasurer of CBS Corporation since May 22, 2008. Prior to that, he served as Senior Vice President, Finance and Treasurer of CBS Corporation since the Separation. Prior to the Separation, he served as Senior Vice President and Treasurer of the former Viacom Inc. since July 2005, as Vice President, Corporate Development of the former Viacom Inc. from 2000 to 2005 and as Director, Financial Planning of the former CBS Corporation from 1997 to 2000.
Richard M. Jones Senior Vice President and General Tax Counsel	Mr. Jones has been Senior Vice President and General Tax Counsel of CBS Corporation since the Separation, and for the former Viacom Inc. since December 2005. Previously, he served as Vice President of Tax, Assistant Treasurer and Tax Counsel for NBC Universal, Inc. since 2003. Prior to that, he spent 13 years with Ernst & Young in their media & entertainment and transaction advisory services practices. Mr. Jones also served honorably as a non-commissioned officer in the U.S. Army's 75th Ranger Regiment.
Fredric G. Reynolds Executive Vice President and Chief Financial Officer	Mr. Reynolds has been Executive Vice President and Chief Financial Officer of CBS Corporation since the Separation. Previously, Mr. Reynolds served as Executive Vice President and Chief Financial Officer of the businesses that comprise CBS Corporation post-Separation, and President of the CBS Television Stations Group since 2001. Prior to that, Mr. Reynolds served as Executive Vice President and Chief Financial Officer of the former Viacom Inc. from 2000 to 2001 and served as Executive Vice President and Chief Financial Officer of the former CBS Corporation and its predecessor, Westinghouse Electric Corporation, from 1994 to 2000. Mr. Reynolds was Chief Financial Officer of CBS Inc. from April 1996 to 1997.
Gil Schwartz Executive Vice President and Chief Communications Officer	Mr. Schwartz has been Executive Vice President and Chief Communications Officer of CBS Corporation since the Separation. Previously, he was Executive Vice President of CBS Communications Group, which served CBS Corporation's broadcast and local television, syndication, radio and outdoor operations, among others, from 2004 until the Separation. He was Senior Vice President, Communications of CBS from 2000 to 2004, and Senior Vice President, Communications of the former CBS Corporation from 1996 to 2000. Mr. Schwartz served as Vice President, Corporate Communications of Westinghouse Broadcasting from 1995 to 1996. Prior to that, Mr. Schwartz served as Vice President, Communications for

NAME AND POSITION	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT AND EMPLOYMENT HISTORY
	Westinghouse Broadcasting's Group W Television Stations from 1989 to 1995. Mr. Schwartz joined Westinghouse Broadcasting in 1981.
Martin M. Shea Executive Vice President, Investor Relations	Mr. Shea has been Executive Vice President, Investor Relations of CBS Corporation since the Separation and for the former Viacom Inc. since November 2004. Prior to that, he served as Senior Vice President, Investor Relations of the former Viacom Inc. since January 1998. Mr. Shea was Senior Vice President, Corporation Communications for Triarc Companies, Inc. from July 1994 to May 1995 and from November 1995 to December 1997. He served as Managing Director of Edelman Worldwide from June 1995 through October 1995. Mr. Shea held various Investor Relations positions at Paramount Communications Inc., serving most recently as Vice President, Investor Relations from 1977 until July 1994.
Angeline C. Straka Senior Vice President, Deputy General Counsel and Secretary	Ms. Straka has been Senior Vice President, Deputy General Counsel and Secretary of CBS Corporation since the Separation. Prior to that, Ms. Straka served as Vice President and Associate General Counsel and Co-Head of the Corporate, Transactions and Securities practice group in the corporate law department of the former Viacom Inc. Prior to joining the former Viacom Inc. corporate law department in February 2001, Ms. Straka served as Senior Vice President, General Counsel and Secretary of Infinity Broadcasting Corporation, then a majority-owned public subsidiary of the former Viacom Inc. from May 2000. Ms. Straka was Vice President, Deputy General Counsel and Secretary of the former CBS Corporation and its predecessor, Westinghouse Electric Corporation, since 1992 and up to the time of the May 2000 merger of the former Viacom Inc. and the former CBS Corporation.

Manually signed facsimiles of the Letter of Transmittal, properly completed, will be accepted. The Letter of Transmittal and certificates evidencing Shares and any other required documents should be sent or delivered by each stockholder or its, his or her broker, dealer, commercial bank, trust company or other nominee to the Depositary at one of its addresses set forth below:

The Depositary for the Offer is:

BNY MELLON
SHAREOWNER SERVICES

If delivering by mail:
BNY Mellon Shareowner Services
c/o Mellon Investor Services LLC
Attn: Corporate Actions Department, 27th Floor
P.O. Box 3301
South Hackensack, NJ 07606

If delivering by hand or courier:
BNY Mellon Shareowner Services
c/o Mellon Investor Services LLC
Attn: Corporate Actions Department, 27th Floor
480 Washington Boulevard
Jersey City, NJ 07310

Questions or requests for assistance may be directed to the Information Agent or the Dealer Managers at their respective addresses and telephone numbers listed below. Additional copies of this Offer to Purchase, the Letter of Transmittal and the Notice of Guaranteed Delivery may also be obtained from the Information Agent or the Dealer Managers. Stockholders may also contact brokers, dealers, commercial banks or trust companies for assistance concerning the Offer.

The Information Agent for the Offer is:

MACKENZIE PARTNERS, INC.

105 Madison Avenue
New York, New York 10016
(212) 929-5500 (Call Collect)
or
(800) 322-2885 (Toll Free)
Email: tenderoffer@mackenziepartners.com

The Dealer Managers for the Offer are:

citi

Citigroup Global Markets Inc.
Special Equity Transactions Group
390 Greenwich Street, 5th Floor
New York, New York 10013
Telephone: (877) 531-8365

UBS Investment Bank

UBS Securities LLC
299 Park Avenue
New York, New York 10171
Telephone: (877) 299-7215

LETTER OF TRANSMITTAL
To Tender Shares of Common Stock
of

CNET NETWORKS, INC.

at
$11.50 NET PER SHARE
Pursuant to the Offer to Purchase dated May 23, 2008
by

TEN ACQUISITION CORP.

a wholly-owned subsidiary of

CBS CORPORATION

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON JUNE 20, 2008, UNLESS THE OFFER IS EXTENDED. SHARES TENDERED MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE EXPIRATION DATE, BUT NOT DURING ANY SUBSEQUENT OFFERING PERIOD.

The Depositary for the Offer is:

BNY MELLON
SHAREOWNER SERVICES

If delivering by mail:
BNY Mellon Shareowner Services
c/o Mellon Investor Services LLC
Attn: Corporate Actions Department, 27th Floor
P.O. Box 3301
South Hackensack, NJ 07606

If delivering by hand or courier:
BNY Mellon Shareowner Services
c/o Mellon Investor Services LLC
Attn: Corporate Actions Department, 27th Floor
480 Washington Boulevard
Jersey City, NJ 07310

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE WILL *NOT CONSTITUTE* A VALID DELIVERY TO THE DEPOSITARY. YOU MUST SIGN THIS LETTER OF TRANSMITTAL IN THE APPROPRIATE SPACE PROVIDED BELOW, WITH SIGNATURE GUARANTEE IF REQUIRED, AND COMPLETE THE SUBSTITUTE W-9 SET FORTH BELOW, IF REQUIRED. THE INSTRUCTIONS SET FORTH IN THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.

THE TENDER OFFER IS NOT BEING MADE TO (NOR WILL TENDER OF SHARES BE ACCEPTED FROM OR ON BEHALF OF) STOCKHOLDERS IN ANY JURISDICTION WHERE IT WOULD BE ILLEGAL TO DO SO.

DESCRIPTION OF SHARES TENDERED

Name(s) and Address(es) of Registered Holder(s) (Please fill in, if blank, exactly as name(s) appear(s) on certificate(s)) (Attach additional signed list if necessary)	Shares Tendered		
	Certificate Number(s) (1)	Total Number of Shares Represented by Certificate(s)(1)	Total Number of Shares Tendered(2)
	Total Shares		

(1) Need not be completed by stockholders tendering by book-entry transfer.
(2) Unless otherwise indicated, it will be assumed that all Shares described above are being tendered. See Instruction 4.

This Letter of Transmittal is to be used by stockholders of CNET Networks, Inc. ("CNET"), if certificates for Shares (as defined below) are to be forwarded herewith or, unless an Agent's Message (as defined in Section 2 of the Offer to Purchase) is utilized, if delivery of Shares is to be made by book-entry transfer to an account maintained by the Depositary at the Book-Entry Transfer Facility (as defined in Section 2 of the Offer to Purchase and pursuant to the procedures set forth in Section 3 thereof).

Stockholders whose certificates for Shares ("Share Certificates") are not immediately available, or who cannot complete the procedure for book-entry transfer on a timely basis, or who cannot deliver all other required documents to the Depositary prior to the Expiration Date (as defined in Section 1 of the Offer to Purchase), must tender their Shares according to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase in order to participate in the Offer. See Instruction 2. Delivery of documents to the Book-Entry Transfer Facility does not constitute delivery to the Depositary.

Additional Information if Shares Have Been Lost

If any Share Certificate you are tendering with this Letter of Transmittal has been lost, stolen, destroyed or mutilated you should contact Computershare Trust Company, N.A., as Transfer Agent at (800) 733-9393 regarding the requirements for replacement. You may be required to post a bond to secure against the risk that the Share Certificates may be subsequently recirculated. You are urged to contact the Transfer Agent immediately in order to receive further instructions, for a determination of whether you will need to post a bond and to permit timely processing of this documentation. See Instruction 11.

Ladies and Gentlemen:

The undersigned hereby tenders to Ten Acquisition Corp., a Delaware corporation (the "Purchaser"), the above described shares of common stock, par value $0.0001 per share (including the associated preferred stock purchase rights, the "Shares"), of CNET Networks, Inc., a Delaware corporation ("CNET"), pursuant to the Purchaser's offer to purchase (the "Offer") all outstanding Shares, at a purchase price of $11.50 per Share (the "Offer Price"), net to the seller in cash, without interest and less any required withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase dated May 23, 2008 (the "Offer to Purchase"), and in this Letter of Transmittal.

Upon the terms and subject to the conditions of the Offer (and if the Offer is extended or amended, the terms of any such extension or amendment), and effective upon acceptance for payment of the Shares tendered herewith in accordance with the terms of the Offer, the undersigned hereby sells, assigns and transfers to or upon the order of the Purchaser all right, title and interest in and to all of the Shares that are being tendered hereby (and any and all dividends, distributions, rights, other Shares or other securities issued or issuable in respect thereof on or after the date hereof (collectively, "Distributions")) and irrevocably constitutes and appoints BNY Mellon Shareowner Services (the "Depositary") the true and lawful agent and attorney-in-fact of the undersigned with respect to such Shares (and any and all Distributions), with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), to (i) deliver certificates for such Shares (and any and all Distributions) or transfer ownership of such Shares (and any and all Distributions) on the account books maintained by the Book-Entry Transfer Facility, together, in any such case, with all accompanying evidences of transfer and authenticity, to or upon the order of the Purchaser, (ii) present such Shares (and any and all Distributions) for transfer on the books of CNET and (iii) receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares (and any and all Distributions), all in accordance with the terms of the Offer.

By executing this Letter of Transmittal, the undersigned hereby irrevocably appoints Louis Briskman and Laura Franco, and each of them, and any other designees of the Purchaser, the attorneys-in-fact and proxies of the undersigned, each with full power of substitution, (i) to vote at any annual or special meeting of CNET's stockholders or any adjournment or postponement thereof or otherwise in such manner as each such attorney-in-fact and proxy or its, his or her substitute shall in its, his or her sole discretion deem proper with respect to, (ii) to execute any written consent concerning any matter as each such attorney-in-fact and proxy or its, his or her substitute shall in its, his or her sole discretion deem proper with respect to and (iii) to otherwise act as each such attorney-in-fact and proxy or its, his or her substitute shall in its, his or her sole discretion deem proper with respect to, all of the Shares (and any and all Distributions) tendered hereby and accepted for payment by the Purchaser. This appointment will be effective if and when, and only to the extent that, the Purchaser accepts such Shares for payment pursuant to the Offer and deposits payment for the Shares with the Depositary. This power of attorney and proxy are irrevocable and are granted in consideration of the acceptance for payment of such Shares in accordance with the terms of the Offer. Such acceptance for payment shall, without further action, revoke any prior powers of attorney and proxies granted by the undersigned at any time with respect to such Shares (and any and all Distributions), and no subsequent powers of attorney, proxies, consents or revocations may be given by the undersigned with respect thereto (and, if given, will not be deemed effective). The Purchaser reserves the right to require that, in order for the Shares to be deemed validly tendered, immediately upon the Purchaser's acceptance for payment of such Shares, the Purchaser must be able to exercise full voting, consent and other rights with respect to such Shares (and any and all Distributions), including voting at any meeting of CNET's stockholders.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Shares tendered hereby (and any and all Distributions) and that, when the same are accepted for payment by the Purchaser, the Purchaser will acquire good, marketable and unencumbered title to such Shares (and any and all Distributions), free and clear of all liens, restrictions, charges and encumbrances and the same will not be subject to any adverse claims. The undersigned will, upon request, execute and deliver any additional documents deemed by the Depositary or the Purchaser to be necessary or desirable to complete the sale, assignment and transfer of the Shares tendered hereby (and any and all Distributions). In addition, the undersigned shall remit and transfer promptly to the Depositary for the account of the Purchaser all Distributions

in respect of the Shares tendered hereby, accompanied by appropriate documentation of transfer, and, pending such remittance and transfer or appropriate assurance thereof, the Purchaser, subject to the terms and conditions of the Offer, shall be entitled to all rights and privileges as owner of each such Distribution and may withhold the entire purchase price of the Shares tendered hereby or deduct from such purchase price the amount or value of such Distribution as determined by the Purchaser in its sole discretion.

All authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, personal representatives, trustees in bankruptcy, successors and assigns of the undersigned. Except as stated in the Offer to Purchase, this tender is irrevocable.

The undersigned understands that the valid tender of Shares pursuant to any of the procedures described in the Offer to Purchase and in the Instructions hereto will constitute a binding agreement between the undersigned and the Purchaser upon the terms of and subject to the conditions to the Offer (and if the Offer is extended or amended, the terms of or the conditions to any such extension or amendment).

Unless otherwise indicated under “Special Payment Instructions,” please issue the check for the purchase price of all of the Shares purchased and, if appropriate, return any certificates for the Shares not tendered or accepted for payment in the name(s) of the registered holder(s) appearing above under “Description of Shares Tendered.” Similarly, unless otherwise indicated under “Special Delivery Instructions,” please mail the check for the purchase price of all of the Shares purchased and, if appropriate, return any certificates for the Shares not tendered or not accepted for payment (and any accompanying documents, as appropriate) to the address(es) of the registered holder(s) appearing above under “Description of Shares Tendered.” In the event that the boxes entitled “Special Payment Instructions” and “Special Delivery Instructions” are both completed, please issue the check for the purchase price of all Shares purchased and, if appropriate, return any certificates evidencing Shares not tendered or not accepted for payment (and any accompanying documents, as appropriate) in the name(s) of, and deliver such check and, if appropriate, return any such certificates (and any accompanying documents, as appropriate) to, the person(s) so indicated. Unless otherwise indicated herein in the box entitled “Special Payment Instructions,” please credit any Shares tendered herewith by book-entry transfer that are not accepted for payment by crediting the account at the Book-Entry Transfer Facility designated above. The undersigned recognizes that the Purchaser has no obligation, pursuant to the “Special Payment Instructions,” to transfer any Shares from the name of the registered holder thereof if the Purchaser does not accept for payment any of the Shares so tendered.

SPECIAL PAYMENT INSTRUCTIONS

(See Instructions 1, 5, 6 and 7)

To be completed ONLY if the check for the purchase price of Shares accepted for payment and/or certificates for Shares not tendered or not accepted are to be issued in the name of someone other than the undersigned.

Issue check and/or certificates to:

Name

(Please Print)

Address

(Include Zip Code)

(Taxpayer Identification or Social Security No.)

(Also Complete Substitute W-9 Below)

SPECIAL DELIVERY INSTRUCTIONS

(See Instructions 1, 5, 6 and 7)

To be completed ONLY if the check for the purchase price of Shares accepted for payment and/or certificates for Shares not tendered or not accepted are to be mailed to someone other than the undersigned or to the undersigned at an address other than that shown above.

Mail check and/or certificates to:

Name

(Please Print)

Address

(Include Zip Code)

(Taxpayer Identification or Social Security No.)

(Also Complete Substitute W-9 Below)

IMPORTANT

STOCKHOLDER: SIGN HERE

(Please complete and return the attached Substitute Form W-9 below)

Signature(s) of Holder(s) of Shares

Dated: _____

Name(s) _____

(Please Print)

Capacity (full title) (See Instruction 5) _____

Address: _____

(Include Zip Code)

Area Code and Telephone No.

Tax Identification or Social Security No. (See Substitute Form W-9 enclosed herewith)

(Must be signed by registered holder(s) exactly as name(s) appear(s) on stock certificate(s) or on a security position listing or by person(s) authorized to become registered holder(s) by certificates and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth full title and see Instruction 5.)

Guarantee of Signature(s)

(If Required — See Instructions 1 and 5)

Authorized Signature: _____

Name: _____

Name of Firm: _____

Address: _____

(Include Zip Code)

Area Code and Telephone No.: _____

Dated: _____

INSTRUCTIONS
FORMING PART OF THE TERMS AND CONDITIONS OF THE OFFER

To complete the Letter of Transmittal, you must do the following:

- Fill in the box entitled "Description of Shares Tendered."
- Sign and date the Letter of Transmittal in the box entitled "Stockholder: Sign Here."
- Fill in and sign in the box entitled "Substitute Form W-9."

In completing the Letter of Transmittal, you may (but are not required to) also do the following:

- If you want the payment for any Shares purchased issued in the name of another person, complete the box entitled "Special Payment Instructions."
- If you want any certificate for Shares not tendered or Shares not purchased issued in the name of another person, complete the box entitled "Special Payment Instructions."
- If you want any payment for Shares or certificate for Shares not tendered or purchased delivered to an address other than that appearing under your signature, complete the box entitled, "Special Delivery Instructions."

If you complete the box entitled "Special Payment Instructions" or "Special Delivery Instructions," you must have your signature guaranteed by an Eligible Institution (as defined in Instruction 1 below) unless the Letter of Transmittal is signed by an Eligible Institution.

1. Guarantee of Signatures. No signature guarantee is required on this Letter of Transmittal (a) if this Letter of Transmittal is signed by the registered holder(s) (which term, for purposes of this Section, includes any participant in the Book-Entry Transfer Facility's systems whose name(s) appear(s) on a security position listing as the owner(s) of the Shares) of Shares tendered herewith, unless such registered holder(s) has completed either the box entitled "Special Payment Instructions" or the box entitled "Special Delivery Instructions" on the Letter of Transmittal or (b) if such Shares are tendered for the account of a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a participant in the Security Transfer Agents Medallion Program or by any other "eligible guarantor institution," as such term is defined in Rule 17Ad-15 under the Exchange Act (each, an "Eligible Institution"). In all other cases, all signatures on this Letter of Transmittal must be guaranteed by an Eligible Institution. See Instruction 5.

2. Requirements of Tender. This Letter of Transmittal is to be completed if Share Certificates are to be forwarded herewith or, unless an Agent's Message is utilized, if tenders are to be made pursuant to the procedure for tender by book-entry transfer set forth in Section 3 of the Offer to Purchase. Share Certificates evidencing tendered Shares, or timely confirmation of a book-entry transfer of Shares (a "Book-Entry Confirmation") into the Depositary's account at the Book-Entry Transfer Facility, as well as this Letter of Transmittal (or a manually signed facsimile hereof), properly completed and duly executed, with any required signature guarantees, or an Agent's Message in connection with a book-entry transfer, and any other documents required by this Letter of Transmittal, must be received by the Depositary at one of its addresses set forth herein prior to the Expiration Date (as defined in Section 1 of the Offer to Purchase). Stockholders whose Share Certificates are not immediately available, or who cannot complete the procedure for delivery by book-entry transfer on a timely basis or who cannot deliver all other required documents to the Depositary prior to the Expiration Date, may tender their Shares by properly completing and duly executing a Notice of Guaranteed Delivery pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. Pursuant to such procedure: (i) such tender must be made by or through an Eligible Institution; (ii) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form made available by the Purchaser, must be received by the Depositary prior to the Expiration Date and (iii) the Share Certificates (or a Book-Entry Confirmation) evidencing all tendered Shares, in proper form for transfer, in each case together with this Letter of Transmittal (or a manually signed facsimile hereof), properly completed and duly executed, with any required signature

guarantees (or, in the case of a book-entry delivery, an Agent's Message) and any other documents required by this Letter of Transmittal, must be received by the Depositary within three trading days after the date of execution of such Notice of Guaranteed Delivery. If Share Certificates are forwarded separately to the Depositary, a properly completed and duly executed Letter of Transmittal must accompany each such delivery.

The method of delivery of this Letter of Transmittal, Share Certificates and all other required documents, including delivery through the Book-Entry Transfer Facility, is at the option and the risk of the tendering stockholder and the delivery will be deemed made only when actually received by the Depositary (including, in the case of Book-Entry Transfer, by Book-Entry Confirmation). If delivery is by mail, registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.

The Purchaser will not accept any alternative, conditional or contingent tenders, and no fractional Shares will be purchased. By executing this Letter of Transmittal (or facsimile thereof), the tendering stockholder waives any right to receive any notice of the acceptance for payment of the Shares.

3. Inadequate Space. If the space provided herein is inadequate, the Share Certificate numbers and/or the number of Shares should be listed on a separate schedule attached hereto.

4. Partial Tenders. If fewer than all the Shares represented by any Share Certificate delivered to the Depositary are to be tendered, fill in the number of Shares which are to be tendered in the box entitled "Total Number of Shares Tendered". In such case, a new certificate for the remainder of the Shares represented by the old certificate will be sent to the person(s) signing this Letter of Transmittal, unless otherwise provided in the appropriate box on this Letter of Transmittal, as promptly as practicable following the expiration or termination of the tender offer. All Shares represented by certificates delivered to the Depositary will be deemed to have been tendered unless otherwise indicated.

5. Signatures on Letter of Transmittal; Stock Powers and Endorsements.

(a) *Exact Signatures.* If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the Share Certificates without alteration, enlargement or any change whatsoever.

(b) *Joint Holders.* If any of the Shares tendered hereby are held of record by two or more persons, all such persons must sign this Letter of Transmittal.

(c) *Different Names on Certificates.* If any of the Shares tendered hereby are registered in different names on different certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of certificates.

(d) *Endorsements.* If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, no endorsements of certificates or separate stock powers are required unless payment of the purchase price is to be made, or Shares not tendered or not purchased are to be returned, in the name of any person other than the registered holder(s). Signatures on any such certificates or stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered holder(s) of the Shares tendered hereby, certificates must be endorsed or accompanied by appropriate stock powers, in either case, signed exactly as the name(s) of the registered holder(s) appear(s) on the certificates for such Shares. Signature(s) on any such certificates or stock powers must be guaranteed by an Eligible Institution. See Instruction 1.

If this Letter of Transmittal or any certificate or stock power is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to the Depositary of the authority of such person so to act must be submitted.

6. Stock Transfer Taxes. Except as otherwise provided in this Instruction 6, the Purchaser or any successor entity thereto will pay all stock transfer taxes with respect to the transfer and sale of any Shares to it or its order pursuant to the Offer. If, however, payment of the purchase price is to be made to, or if Share Certificate(s) for Shares not tendered or not accepted for payment are to be registered in the name of, any person(s) other than the registered holder(s), or if tendered Share Certificate(s) are registered in the name of any person(s) other than the person(s) signing this Letter of Transmittal, the amount of any stock transfer taxes (whether imposed on the registered holder(s) or such other person(s)) payable on account of the transfer to such other person(s) will be deducted from the purchase price of such Shares purchased unless evidence satisfactory to the Purchaser of the payment of such taxes, or exemption therefrom, is submitted.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the Share Certificate(s) evidencing the Shares tendered hereby.

7. Special Payment and Delivery Instructions. If a check is to be issued in the name of, and, if appropriate, Share Certificates for Shares not tendered or not accepted for payment are to be issued or returned to, any person(s) other than the signer of this Letter of Transmittal or if a check and, if appropriate, such Share Certificates are to be returned to any person(s) other than the person(s) signing this Letter of Transmittal or to an address other than that shown in this Letter of Transmittal, the appropriate boxes on this Letter of Transmittal must be completed.

8. Substitute Form W-9. To avoid backup withholding, a tendering stockholder is required to provide the Depositary with a correct Taxpayer Identification Number ("TIN") on Substitute Form W-9, which is provided under "Important Tax Information" below, and to certify, under penalties of perjury, that such number is correct and that such stockholder is not subject to backup withholding of federal income tax, and that such stockholder is a U.S. person (as defined for U.S. federal income tax purposes). If a tendering stockholder has been notified by the Internal Revenue Service ("IRS") that such stockholder is subject to backup withholding, such stockholder must cross out item (2) of the Certification box of the Substitute Form W-9, unless such stockholder has since been notified by the IRS that such stockholder is no longer subject to backup withholding. Failure to provide the information on the Substitute Form W-9 may subject the tendering stockholder to federal income tax withholding on the payment of the purchase price of all Shares purchased from such stockholder. If the tendering stockholder has not been issued a TIN and has applied for one or intends to apply for one in the near future, such stockholder should check the box in Part 3 of the Substitute Form W-9, and sign and date the Substitute Form W-9. If the box in Part 3 is checked and the Depositary is not provided with a TIN by the time of payment, the Depositary will withhold a portion of all payments of the purchase price to such stockholder until a TIN is provided to the Depositary.

Certain stockholders (including, among others, all corporations and certain foreign individuals and entities) may not be subject to backup withholding. Foreign stockholders should submit an appropriate and properly completed IRS Form W-8, a copy of which may be obtained from the Depositary, in order to avoid backup withholding. Such stockholders should consult a tax advisor to determine which Form W-8 is appropriate. See the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for more instructions.

9. Irregularities. All questions as to purchase price, the form of documents and the validity, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by the Purchaser in its sole discretion, which determinations shall be final and binding on all parties. The Purchaser reserves the absolute right to reject any or all tenders of Shares it determines not to be in proper form or the

acceptance of which or payment for which may, in the opinion of the Purchaser's counsel, be unlawful. The Purchaser also reserves the absolute right to waive any of the conditions of the tender offer (other than the Minimum Tender Condition (as defined in the Offer to Purchase) which may only be waived with the consent of CNET) and any defect or irregularity in the tender of any particular Shares, and the Purchaser's interpretation of the terms of the tender offer (including these instructions) will be final and binding on all parties. No tender of Shares will be deemed to be properly made until all defects and irregularities have been cured or waived. Unless waived, any defects or irregularities in connection with tenders must be cured within such time as the Purchaser shall determine. None of the Purchaser, the Depositary, the Dealer Managers or the Information Agent (as the foregoing are defined in the Offer to Purchase) or any other person is or will be obligated to give notice of any defects or irregularities in tenders and none of them will incur any liability for failure to give any such notice.

10. Requests for Additional Copies. Questions and requests for assistance or additional copies of the Offer to Purchase and this Letter of Transmittal should be directed to the Information Agent or the Dealer Managers at their respective addresses and telephone numbers set forth below.

11. Lost, Destroyed or Stolen Certificates. If any certificate representing Shares has been lost, destroyed or stolen, the stockholder should promptly notify Computershare Trust Company, N.A., as Transfer Agent at (800) 733-9393. The stockholder will then be instructed as to the steps that must be taken in order to replace the certificate(s). This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost or destroyed certificates have been followed.

This Letter of Transmittal, properly completed and duly executed, together with certificates representing Shares being tendered (or confirmation of book-entry transfer) and all other required documents, must be received before 12:00 midnight, New York City time, on the Expiration Date, or the tendering stockholder must comply with the procedures for guaranteed delivery.

IMPORTANT TAX INFORMATION

Under federal income tax law, a stockholder who is a U.S. person (as defined for U.S. federal income tax purposes) surrendering Shares must, unless an exemption applies, provide the Depositary (as payer) with the stockholder's correct TIN on IRS Form W-9 or on the Substitute Form W-9 included in this Letter of Transmittal. If the stockholder is an individual, the stockholder's TIN is such stockholder's Social Security number. If the correct TIN is not provided, the stockholder may be subject to a $50 penalty imposed by the IRS and payments of cash to the stockholder (or other payee) pursuant to the Offer may be subject to backup withholding of a portion of all payments of the purchase price.

Certain stockholders (including, among others, corporations and certain foreign individuals and entities) may not be subject to backup withholding and reporting requirements. In order for an exempt foreign stockholder to avoid backup withholding, such person should complete, sign and submit an appropriate Form W-8 signed under penalties of perjury, attesting to his or her exempt status. A Form W-8 can be obtained from the Depositary. Such stockholders should consult a tax advisor to determine which Form W-8 is appropriate. Exempt stockholders, other than foreign stockholders, should furnish their TIN, check the box in Part 4 of the Substitute Form W-9 and sign, date and return the Substitute Form W-9 to the Depositary in order to avoid erroneous backup withholding. See the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for additional instructions.

If backup withholding applies, the Depositary is required to withhold and pay over to the IRS a portion of any payment made to a stockholder. Backup withholding is not an additional tax. Rather, the federal income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If backup withholding results in an overpayment of taxes, a refund may be obtained from the Internal Revenue Service.

Purpose of Substitute Form W-9

To prevent backup withholding on payments that are made to a stockholder with respect to Shares purchased pursuant to the Offer, the stockholder is required to notify the Depositary of the stockholder's correct TIN by completing the Substitute Form W-9 included in this Letter of Transmittal certifying (1) that the TIN provided on the Substitute Form W-9 is correct (or that such stockholder is awaiting a TIN), (2) that the stockholder is not subject to backup withholding because (i) the stockholder is exempt from backup withholding, (ii) the stockholder has not been notified by the IRS that the stockholder is subject to backup withholding as a result of a failure to report all interest and dividends or (iii) the IRS has notified the stockholder that the stockholder is no longer subject to backup withholding and (3) the stockholder is a U.S. person (as defined for U.S. federal income tax purposes).

What Number to Give the Depositary

The tendering stockholder is required to give the Depositary the TIN, generally the Social Security number or Employer Identification Number, of the record holder of the Shares tendered hereby. If the Shares are in more than one name or are not in the name of the actual owner, consult the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute W-9" for additional guidance on which number to report. If the tendering stockholder has not been issued a TIN and has applied for a number or intends to apply for a number in the near future, such stockholder should check the box in Part 3 of the Substitute Form W-9, sign and date the Substitute Form W-9 and sign and date the Certificate of Awaiting Taxpayer Identification Number, which appears in a separate box below the Substitute Form W-9. If the box in Part 3 of the Substitute Form W-9 is checked and the Depositary is not provided with a TIN by the time of payment, the Depositary will withhold a portion of all payments of the purchase price until a TIN is provided to the Depositary. If the Depositary is provided with an incorrect TIN in connection with such payments, the stockholder may be subject to a $50.00 penalty imposed by the IRS.

PAYER'S NAME: **BNY MELLON SHAREOWNER SERVICES**

SUBSTITUTE FORM W-9

Department of the Treasury Internal Revenue Service

Payer's Request for Taxpayer Identification Number ("TIN")

Please fill in your name and address below.

Name

Address (Number and Street)

City, State and Zip Code

Part 1—PLEASE PROVIDE YOUR TIN IN THE BOX AT RIGHT AND CERTIFY BY SIGNING AND DATING BELOW.

Social Security Number or Employer Identification Number

CHECKAPPROPRIATE BOX:

☐ Individual/Sole Proprietor

☐ Corporation

☐ Partnership

☐ Other

Part 3—

☐ Awaiting TIN

Part 4—

☐ Exempt

Part 2—Certification—Under penalties of perjury, I certify that:

(1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me);

(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (the "IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding; and

(3) I am a U.S. Person (including a U.S. resident alien)

Certification Instructions—You must cross out Item (2) above if you have been notified by the IRS

SIGNATURE _____

DATE _____

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF A PORTION OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU CHECKED THE BOX IN PART 3 OF SUBSTITUTE FORM W-9.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (1) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office, or (2) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number by the time of payment, a portion of all reportable payments made to me will be withheld, but that such amounts will be refunded to me if I then provide a Taxpayer Identification Number within sixty (60) days.

Signature, _____ Date, _____

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

GUIDELINES FOR DETERMINING THE PROPER IDENTIFICATION NUMBER TO GIVE THE PAYER.—Social Security numbers have nine digits separated by two hyphens: i.e., 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: i.e., 00-0000000. The table below will help determine the number to give the payer.

WHAT NAME AND NUMBER TO GIVE THE PAYER

For this type of account:	**Give name and SSN of:**
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(a)
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor(b)
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee(a)
b. So-called trust account that is not a legal or valid trust under state law	The actual owner(a)
5. Sole proprietorship or single-owner LLC	The owner(c)

For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner(c)
7. A valid trust, estate, or pension trust	Legal entity(d)
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as state or local government, school district, or prison) that receives agricultural program payments	The public entity

(a) List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

(b) Circle the minor's name and furnish the minor's SSN.

(c) You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

(d) List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

OBTAINING A NUMBER

If you don't have a taxpayer identification number or you don't know your number, obtain Form SS-5, Application for a Social Security Number Card, or Form SS-4, Application for Employer Identification Number, at the local office of the Social Security Administration or the Internal Revenue Service and apply for a number.

PAYEES EXEMPT FROM BACKUP WITHHOLDING

Payees specifically exempted from backup withholding on ALL payments include the following:

A corporation.

A financial institution.

An organization exempt from tax under section 501(a), or an individual retirement plan or a custodial account under Section 403(b)(7).

The United States or any agency or instrumentality thereof.

A State, the District of Columbia, a possession of the United States, or any subdivision or instrumentality thereof.

A foreign government, a political subdivision of a foreign government, or any agency or instrumentality thereof.

An international organization or any agency, or instrumentality thereof.

A registered dealer in securities or commodities registered in the U.S. or a possession of the U.S.

A real estate investment trust.

A common trust fund operated by a bank under section 584(a).

An exempt charitable remainder trust, or a non-exempt trust described in section 4947(a)(1).

An entity registered at all times under the Investment Company Act of 1940.

A foreign central bank of issue.

A futures commission merchant registered with the Commodity Futures Trading Commission.

A middleman known in the investment community as a nominee or listed in the most recent publication of the American Society of Corporate Secretaries, Inc. Nominee List.

Payments of dividends and patronage dividends not generally subject to backup withholding include the following:

Payments to nonresident aliens subject to withholding under section 1441.

Payments to partnerships not engaged in a trade or business in the U.S. and which have at least one nonresident partner.

Payments of patronage dividends where the amount received is not paid in money.

Payments made by certain foreign organizations.

Payments of interest not generally subject to backup withholding include the following:

Payments of interest on obligations issued by individuals. Note: You may be subject to backup withholding if this interest is $600 or more and is paid in the course of the payer's trade or business and you have not provided your correct taxpayer identification number to the payer.

Payments of tax-exempt interest (including exempt-interest dividends under section 852).

Payments described in section 6049(b)(5) to non-resident aliens.

Payments on tax-free covenant bonds under section 1451.

Payments made by certain foreign organizations.

Mortgage interest paid to an individual.

Exempt payees described above should file Form W-9 to avoid possible erroneous backup withholding. FILE THIS FORM WITH THE PAYER, FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, WRITE “EXEMPT” ON THE FACE OF THE FORM, AND RETURN IT TO THE PAYER. IF THE PAYMENTS ARE INTEREST, DIVIDENDS, OR PATRONAGE DIVIDENDS, ALSO SIGN AND DATE THE FORM.

Certain payments, other than interest, dividends, and patronage dividends, that are not subject to information reporting, are also not subject to backup withholding. For details, see the regulations under sections 6041, 6041A(a), 6045, and 6050A.

PRIVACY ACT NOTICE—Section 6109 requires most recipients of dividend, interest, or other payments to give taxpayer identification numbers to payers who must report the payments to IRS. IRS uses the numbers for identification purposes. Payers must be given the numbers whether or not recipients are required to file tax returns. Payers must generally withhold a portion of taxable interest, dividend, and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

PENALTIES

(1) PENALTY FOR FAILURE TO FURNISH TAXPAYER IDENTIFICATION NUMBER—If you fail to furnish your taxpayer identification number to a payer, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

(2) CIVIL PENALTY FOR FALSE INFORMATION WITH RESPECT TO WITHHOLDING—If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of $500.

(3) CRIMINAL PENALTY FOR FALSIFYING INFORMATION—Falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

The Depositary for the Tender Offer is:

BNY MELLON
SHAREOWNER SERVICES

If delivering by mail:
BNY Mellon Shareowner Services
c/o Mellon Investor Services LLC
Attn: Corporate Actions Department, 27th Floor
P.O. Box 3301
South Hackensack, NJ 07606

If delivering by hand or courier:
BNY Mellon Shareowner Services
c/o Mellon Investor Services LLC
Attn: Corporate Actions Department, 27th Floor
480 Washington Boulevard
Jersey City, NJ 07310

Questions or requests for assistance may be directed to the Information Agent or the Dealer Managers at their respective telephone numbers and addresses set forth below. Questions or requests for assistance or additional copies of the Offer to Purchase and this Letter of Transmittal may be directed to the Information Agent at the address and telephone numbers set forth below. Stockholders may also contact their broker, dealer, commercial bank or trust company for assistance concerning the tender offer.

The Information Agent for the Tender Offer is:

MACKENZIE PARTNERS, INC.

105 Madison Avenue
New York, New York 10016
(212) 929-5500 (Call Collect)
or
(800) 322-2885 (Toll Free)
Email: tenderoffer@mackenziepartners.com

The Dealer Managers for the Offer are:

citi

Citigroup Global Markets Inc.
Special Equity Transactions Group
390 Greenwich Street, 5th Floor
New York, New York 10013
Telephone: (877) 531-8365

UBS Investment Bank

UBS Securities LLC
299 Park Avenue
New York, New York 10171
Telephone: (877) 299-7215

NOTICE OF GUARANTEED DELIVERY
For Tender of Shares of Common Stock
of
CNET NETWORKS, INC.
at
$11.50 NET PER SHARE
Pursuant to the Offer to Purchase dated May 23, 2008
by
TEN ACQUISITION CORP.
a wholly-owned subsidiary of
CBS CORPORATION

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON JUNE 20, 2008, UNLESS THE TENDER OFFER IS EXTENDED.

This Notice of Guaranteed Delivery, or one substantially in the form hereof, must be used to accept the Offer (defined below) if (i) certificates representing shares of common stock, par value $0.0001 per share (including the associated preferred stock purchase rights, the "Shares"), of CNET Networks, Inc., a Delaware corporation ("CNET"), are not immediately available, (ii) the procedure for book-entry transfer cannot be completed on a timely basis or (iii) time will not permit all required documents to reach BNY Mellon Shareowner Services (the "Depositary") prior to the expiration of the Offer. This Notice of Guaranteed Delivery may be delivered by hand, facsimile transmission or mail to the Depositary. See Section 3 of the Offer to Purchase.

The Depositary for the Offer is:

BNY MELLON
SHAREOWNER SERVICES

If delivering by mail:	***By Facsimile Transmission:***	***If delivering by hand or courier:***
BNY Mellon Shareowner Services	**(Eligible Institutions Only)**	BNY Mellon Shareowner Services
c/o Mellon Investor Services LLC	(201) 680-4626	c/o Mellon Investor Services LLC
Attn: Corporate Actions Department, 27th Floor	***Confirm Facsimile Receipt by Telephone:***	Attn: Corporate Actions Department, 27th Floor
P.O. Box 3301	(201) 680-4938 or	480 Washington Boulevard
South Hackensack, NJ 07606	(201) 680-3472	Jersey City, NJ 07310

DELIVERY OF THIS INSTRUMENT TO AN ADDRESS, OR TRANSMISSION OF INSTRUCTIONS VIA FACSIMILE TRANSMISSION, OTHER THAN AS SET FORTH ABOVE, WILL NOT CONSTITUTE A VALID DELIVERY.

THIS FORM IS NOT TO BE USED TO GUARANTEE SIGNATURES. IF A SIGNATURE ON A LETTER OF TRANSMITTAL IS REQUIRED TO BE GUARANTEED BY AN "ELIGIBLE INSTITUTION" UNDER THE INSTRUCTIONS THERETO, SUCH SIGNATURE GUARANTEE MUST APPEAR IN THE APPLICABLE SPACE PROVIDED IN THE SIGNATURE BOX ON THE APPROPRIATE LETTER OF TRANSMITTAL.

The Eligible Institution that completes this form must communicate the guarantee to the Depositary and must deliver the Letter of Transmittal or an Agent's Message (as defined in the Offer to Purchase) and certificates for Shares to the Depositary within the time period shown herein. Failure to do so could result in a financial loss to such Eligible Institution.

Ladies and Gentlemen:

The undersigned hereby tenders to Ten Acquisition Corp., a Delaware corporation, (the "Purchaser") and a wholly-owned subsidiary of CBS Corporation, a Delaware corporation ("CBS"), upon the terms and subject to the conditions set forth in the offer to purchase, dated May 23, 2008 (the "Offer to Purchase"), and the related Letter of Transmittal (such offer, the "Offer"), receipt of which is hereby acknowledged, the number of shares of common stock, par value $0.0001 per share (including the associated preferred stock purchase rights, the "Shares"), of CNET Networks, Inc., a Delaware corporation ("CNET"), specified below, pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase.

Number of Shares and Certificate No(s)
(if available):

_____

_____

☐ Check here if Shares will be tendered by book entry transfer.

DTC Account Number:
Dated:
Name(s) of Record Holder(s):

_____

_____

(Please type or print)

Address(es):

_____

(Zip Code)

Area Code and Tel.
No.:
(Daytime telephone number)

Signature(s)

GUARANTEE
(Not to be used for signature guarantee)

The undersigned, an Eligible Institution (defined in Section 3 of the Offer to Purchase), hereby (i) represents that the tender of Shares effected hereby complies with Rule 14e-4 under the Securities Exchange Act of 1934, as amended and (ii) guarantees delivery to the Depositary, at one of its addresses set forth above, of certificates representing the Shares tendered hereby, in proper form for transfer, or a confirmation of a book-entry transfer of such Shares into the Depositary's account at the Book-Entry Transfer Facility (defined in Section 2 of the Offer to Purchase), in either case together with a properly completed and duly executed Letter of Transmittal (or facsimile thereof) or, in the case of a book-entry transfer, an Agent's Message (defined in Section 2 of the Offer to Purchase), together with any other documents required by the Letter of Transmittal, all within three Nasdaq Global Market trading days after the date hereof.

Name of Firm: _____
(Please type or print)

Address: _____
(Zip Code)

Area Code and Tel. No.: _____

Authorized Signature : _____

Title: _____

Dated: _____

NOTE: DO NOT SEND CERTIFICATES FOR SHARES WITH THIS NOTICE. CERTIFICATES SHOULD BE SENT WITH YOUR LETTER OF TRANSMITTAL.

Offer To Purchase For Cash
All Outstanding Shares of Common Stock
of

CNET NETWORKS, INC.

at
$11.50 NET PER SHARE
Pursuant to the Offer to Purchase dated May 23, 2008
by

TEN ACQUISITION CORP.

a wholly-owned subsidiary of

CBS CORPORATION

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON JUNE 20, 2008, UNLESS THE TENDER OFFER IS EXTENDED.

May 23, 2008

To Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees:

We have been engaged by Ten Acquisition Corp., a Delaware corporation (the "Purchaser") and a wholly-owned subsidiary of CBS Corporation, a Delaware corporation ("CBS"), to act as Dealer Managers in connection with the Purchaser's offer to purchase (the "Offer") for cash all outstanding shares of common stock, par value $0.0001 per share (including the associated preferred stock purchase rights, the "Shares"), of CNET Networks, Inc., a Delaware corporation ("CNET"), at a purchase price of $11.50 per Share, net to the seller in cash, without interest thereon and less any required withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated May 23, 2008 (the "Offer to Purchase"), and the related Letter of Transmittal enclosed herewith.

For your information and for forwarding to your clients for whom you hold Shares registered in your name or in the name of your nominee, we are enclosing the following documents:

1. The Offer to Purchase;

2. The Letter of Transmittal for your use in accepting the Offer and tendering Shares and for the information of your clients, together with "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" providing information relating to backup federal income tax withholding;

3. A Notice of Guaranteed Delivery to be used to accept the Offer if the Shares and all other required documents cannot be delivered to BNY Mellon Shareowner Services (the "Depositary") by the Expiration Date (as defined in the Offer to Purchase) or if the procedure for book-entry transfer cannot be completed by the Expiration Date;

4. A form of letter which may be sent to your clients for whose accounts you hold Shares registered in your name or in the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Offer; and

5. A return envelope addressed to BNY Mellon Shareowner Services, the Depositary, for your use only.

Certain conditions to the Offer are described in Section 15 ("Certain Conditions of the Offer") of the Offer to Purchase.

We urge you to contact your clients as promptly as possible. Please note that the Offer and withdrawal rights will expire at 12:00 Midnight, New York City time, on June 20, 2008, unless the Offer is extended.

For Shares to be properly tendered pursuant to the Offer, (a) the share certificates or confirmation of receipt of such Shares under the procedure for book-entry transfer, together with a properly completed and duly executed Letter of Transmittal, including any required signature guarantees, or an "Agent's Message" (as defined in the Offer to Purchase) in the case of book-entry transfer, and any other documents required in the Letter of Transmittal, must be timely received by the Depositary, or (b) the tendering stockholder must comply with the guaranteed delivery procedures, all in accordance with the Offer to Purchase and Letter of Transmittal.

The Purchaser will not pay any fees or commissions to any broker or dealer or other person (other than the Depositary and Information Agent as described in the Offer to Purchase) for soliciting tenders of Shares pursuant to the Offer. The Purchaser will, however, upon request, reimburse brokers, dealers, commercial banks and trust companies for reasonable and necessary costs and expenses incurred by them in forwarding materials to their customers. The Purchaser will pay all stock transfer taxes applicable to its purchase of Shares pursuant to the Offer, subject to Instruction 6 of the Letter of Transmittal.

The Offer is conditioned upon, among other things, (i) the satisfaction of the Minimum Tender Condition (as described below) and (ii) the expiration or termination of all statutory waiting periods (and any extensions thereof) applicable to the Offer under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), any applicable German antitrust, competition or merger control laws and any other applicable foreign antitrust, competition or merger control laws, other than such approvals for which the failure to obtain would be immaterial to CNET and its subsidiaries, taken as a whole, or to CBS and its subsidiaries, taken as a whole (the "Regulatory Condition"). The Minimum Tender Condition requires that the number of Shares that has been validly tendered (other than Shares tendered by guaranteed delivery where actual delivery has not occurred) and not withdrawn prior to the expiration of the Offer represent more than 50% of the then issued and outstanding Shares on a fully diluted basis. The Offer also is subject to other conditions set forth in this Offer to Purchase. See Section 15—"Certain Conditions of the Offer."

The Offer is being made pursuant to an Agreement and Plan of Merger, dated as of May 15, 2008 (as it may be amended from time to time, the "Merger Agreement"), by and among CBS, CNET and the Purchaser. The Merger Agreement provides, among other things, that following the consummation of the Offer and subject to certain conditions, the Purchaser will be merged with and into CNET (the "Merger") with CNET continuing as the surviving corporation, wholly-owned by CBS. In the Merger, each Share outstanding immediately prior to the Effective Time of the Merger (other than Shares held by (i) CBS or the Purchaser, which Shares will be cancelled and shall cease to exist, (ii) N Holdings I Inc., a subsidiary of CBS, which Shares will be unaffected, and (iii) stockholders who exercise appraisal rights under Delaware law with respect to such Shares) will be cancelled and converted into the right to receive $11.50 or any greater per Share price paid in the Offer, without interest thereon and less any required withholding taxes. The Merger Agreement is more fully described in Section 11 of the Offer to Purchase.

Any inquiries you may have with respect to the Offer should be addressed to, and additional copies of the enclosed materials may be obtained from, the Information Agent or the undersigned at the addresses and telephone numbers set forth on the back cover of the Offer to Purchase.

Very truly yours,

CITIGROUP GLOBAL MARKETS INC. and UBS SECURITIES LLC

Nothing contained herein or in the enclosed documents shall constitute you the agent of the Purchaser, the Dealer Managers, the Information Agent or the Depositary or any affiliate of any of them or authorize you or any other person to use any document or make any statement on behalf of any of them in connection with the Offer other than the enclosed documents and the statements contained therein.

Offer To Purchase For Cash
All Outstanding Shares of Common Stock
of

CNET NETWORKS, INC.

at
$11.50 NET PER SHARE
Pursuant to the Offer to Purchase dated May 23, 2008
by

TEN ACQUISITION CORP.

a wholly-owned subsidiary of

CBS CORPORATION

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON JUNE 20, 2008, UNLESS THE TENDER OFFER IS EXTENDED.

May 23, 2008

To Our Clients:

Enclosed for your consideration are the Offer to Purchase, dated May 23, 2008 (the "Offer to Purchase"), and the related Letter of Transmittal in connection with the offer (the "Offer") by Ten Acquisition Corp., a Delaware corporation (the "Purchaser") and a wholly-owned subsidiary of CBS Corporation, a Delaware corporation ("CBS"), to purchase for cash all outstanding shares of common stock, par value $0.0001 per share (including the associated preferred stock purchase rights, the "Shares") of CNET Networks, Inc., a Delaware corporation ("CNET"), at a purchase price of $11.50 per Share, net to the seller in cash, without interest thereon and less any required withholding taxes, upon the terms and subject to the conditions of the Offer.

We or our nominees are the holder of record of Shares held for your account. A tender of such Shares can be made only by us as the holder of record and pursuant to your instructions. **The Letter of Transmittal is furnished to you for your information only and cannot be used by you to tender Shares held by us for your account.**

We request instructions as to whether you wish us to tender any or all of the Shares held by us for your account, upon the terms and subject to the conditions set forth in the enclosed Offer to Purchase and the Letter of Transmittal.

Please note carefully the following:

1. The offer price for the Offer is $11.50 per Share, net to you in cash, without interest thereon and less any required withholding taxes.

2. The Offer is being made for all outstanding Shares.

3. The Offer and withdrawal rights will expire at 12:00 Midnight, New York City time, on June 20, 2008 unless the Offer is extended by the Purchaser.

4. The Offer is subject to certain conditions described in Section 15 ("Certain Conditions of the Offer") of the Offer to Purchase.

5. Tendering stockholders who are registered stockholders or who tender their Shares directly to BNY Mellon Shareowner Services (the "Depositary"), will not be obligated to pay any brokerage commissions or fees, solicitation fees, or, except as set forth in the Offer to Purchase and the Letter of Transmittal, stock transfer taxes on the Purchaser's purchase of Shares pursuant to the Offer.

The Offer is being made pursuant to an Agreement and Plan of Merger, dated as of May 15, 2008 (as it may be amended from time to time, the "Merger Agreement"), by and among CNET, CBS and the Purchaser. The Merger Agreement provides, among other things, that following the consummation of the Offer and subject to certain conditions, the Purchaser will be merged with and into CNET (the "Merger") with CNET continuing as the surviving corporation, wholly-owned by CBS. In the Merger, each Share outstanding immediately prior to the effective time of the Merger (other than Shares held by (i) CBS or the Purchaser, which Shares will be cancelled and shall cease to exist, (ii) N Holdings I Inc., a subsidiary of CBS, which Shares will be unaffected, or (iii) stockholders who exercise appraisal rights under Delaware law with respect to such Shares) will be cancelled and converted into the right to receive $11.50 or any greater per Share price paid in the Offer, without interest thereon and less any required withholding taxes.

If you wish to have us tender any or all of your Shares, please so instruct us by completing, executing, detaching and returning to us the Instruction Form on the detachable part hereof. An envelope to return your instructions to us is enclosed. If you authorize tender of your Shares, all such Shares will be tendered unless otherwise specified on the Instruction Form.

Your prompt action is requested. Your Instruction Form should be forwarded to us in ample time to permit us to submit the tender on your behalf before the expiration of the Offer.

The Offer is not being made to, nor will tenders be accepted from or on behalf of, holders of Shares in any jurisdiction in which the making of the Offer or acceptance thereof would not be in compliance with the laws of such jurisdiction.

INSTRUCTION FORM
With Respect to the Offer to Purchase for Cash
All Outstanding Shares of Common Stock
of

CNET NETWORKS, INC.

at
$11.50 NET PER SHARE
Pursuant to the Offer to Purchase dated May 23, 2008
by

TEN ACQUISITION CORP.

a wholly-owned subsidiary of

CBS CORPORATION

The undersigned acknowledge(s) receipt of your letter and the enclosed Offer to Purchase, dated May 23, 2008, and the related Letter of Transmittal, in connection with the offer (the "Offer") by Ten Acquisition Corp., a Delaware corporation (the "Purchaser") and a wholly-owned subsidiary of CBS Corporation, a Delaware corporation ("CBS"), to purchase for cash all outstanding shares of common stock, par value $0.0001 per share (including the associated preferred stock purchase rights, the "Shares") of CNET Networks, Inc., a Delaware corporation ("CNET"), at a purchase price of $11.50 per Share, net to the seller in cash, without interest thereon and less any required withholding taxes, upon the terms and subject to the conditions of the Offer.

The undersigned hereby instruct(s) you to tender to the Purchaser the number of Shares indicated below or, if no number is indicated, all Shares held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the Offer.

ACCOUNT NUMBER:

NUMBER OF SHARES BEING TENDERED HEREBY: SHARES*

The method of delivery of this document is at the election and risk of the tendering stockholder. If delivery is by mail, then registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.

*** Unless otherwise indicated, it will be assumed that all Shares held by us for your account are to be tendered.**

Dated:

(Signature(s))

Please Print Names(s)

Address

Include Zip Code

Area code and Telephone no. _____

Tax Identification or Social Security No. _____

Exhibit (a)(5)(D)

This announcement is neither an offer to purchase nor a solicitation of an offer to sell Shares (as defined below). The Offer (as defined below) is made only by the Offer to Purchase, dated May 23, 2008, and the related Letter of Transmittal and any amendments or supplements thereto, and is being made to all holders of Shares. The Offer is not being made to (nor will tenders be accepted from or on behalf of) holders of Shares in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the securities, "blue sky" or other laws of such jurisdiction. In those jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of the Purchaser (as defined below) by Citigroup Global Markets Inc. and UBS Securities LLC (the "Dealer Managers") or one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by the Purchaser (as defined below).

Notice of Offer to Purchase for Cash
All of the Outstanding Shares of Common Stock
of
CNET NETWORKS, INC.
at
$11.50 Net Per Share
by
TEN ACQUISITION CORP.
a wholly-owned subsidiary of
CBS CORPORATION

Ten Acquisition Corp., a Delaware corporation (the "Purchaser") and a wholly-owned subsidiary of CBS Corporation, a Delaware corporation ("CBS"), is offering to purchase all outstanding shares of common stock, par value $0.0001 per share (including the associated preferred stock purchase rights, the "Shares"), of CNET Networks, Inc., a Delaware corporation ("CNET"), at a purchase price of $11.50 per Share (the "Offer Price"), net to the seller in cash, without interest thereon and less any required withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated May 23, 2008, and in the related Letter of Transmittal (which, together with the Offer to Purchase, as each may be amended or supplemented from time to time, collectively constitute the "Offer"). Stockholders of record who tender directly to The Bank of New York Mellon (the "Depositary") will not be obligated to pay brokerage fees or commissions or, except as set forth in the Letter of Transmittal, transfer taxes on the purchase of Shares by the Purchaser pursuant to the Offer. Stockholders who hold their Shares through a broker, dealer, commercial bank, trust company or other nominee should consult such institution as to whether it charges any service fees.

THE OFFER AND THE WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON JUNE 20, 2008, UNLESS THE OFFER IS EXTENDED.

The Offer is being made pursuant to an Agreement and Plan of Merger, dated as of May 15, 2008 (as it may be amended from time to time, the "Merger Agreement"), by and among CBS, CNET and the Purchaser. The Merger Agreement provides, among other things, that following the consummation of the Offer and subject to certain conditions, the Purchaser will be merged with and into CNET (the "Merger") with CNET continuing as the surviving corporation, wholly-owned by CBS. In the Merger, each Share outstanding immediately prior to the Effective Time of the Merger (other than Shares held by (i) CBS or the Purchaser, which Shares will be cancelled and shall cease to exist, (ii) N Holdings I Inc., a subsidiary of CBS, which Shares will be unaffected, and (iii) stockholders who exercise appraisal rights under Delaware law with respect to such Shares) will be cancelled and converted into the right to receive $11.50 or any greater per Share price paid in the Offer, without interest thereon and less any required withholding taxes. The Merger Agreement is more fully described in Section 11 of the Offer to Purchase.

The Offer is conditioned upon, among other things, (i) the satisfaction of the Minimum Tender Condition (as described below), (ii) the expiration or termination of all statutory waiting periods (and any extensions thereof) applicable to the Offer under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), any applicable German antitrust, competition or merger control laws, and any other applicable foreign antitrust, competition or merger control laws, other than such approvals for which the failure to obtain would be immaterial to CNET and its subsidiaries, taken as a whole, or to CBS and its subsidiaries, taken as a whole (the "Regulatory Condition"). The Minimum Tender Condition requires that the number of Shares that has been validly tendered (other than Shares tendered by guaranteed delivery where actual delivery has not occurred) and not withdrawn prior to the expiration of the Offer represent more than 50% of the then issued and outstanding Shares on a fully-diluted basis. The Offer also is subject to other conditions set forth in this Offer to Purchase. See Section 15 of the Offer to Purchase.

The CNET Board of Directors has unanimously (i) approved and declared advisable the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, (ii) determined that the terms of the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, are fair to and in the best interests of CNET and the stockholders of CNET, and (iii) recommended that the holders of the Shares accept the Offer and tender their Shares pursuant to the Offer and, if necessary, adopt the Merger Agreement.

The Merger Agreement provides that the Purchaser may, without the consent of CNET, (i) extend the Offer for one or more periods if, on the initial expiration date or any extended expiration date, any offer condition is not satisfied and the Merger Agreement has not been terminated in accordance with its terms, and (ii) elect to provide for a subsequent offering period (and one or more extensions thereof) in accordance with Rule 14d-11 promulgated under the Exchange Act following the time for acceptance of the tendered Shares (the "Acceptance Time"). In addition, on the initial expiration date or any subsequent date as of which the Offer is scheduled to expire, if the Minimum Tender Condition or the Regulatory Condition is not satisfied, then, to the extent requested in writing by CNET no less than two business days prior to the applicable expiration date, the Purchaser must extend the Offer for one or more periods ending no later than September 15, 2008, to permit such conditions of the Offer to be satisfied; provided, that no individual extension will be for a period of more than 10 business days and that the Purchaser will not be required to extend the Offer to a date beyond the date which is 20 business days after the date on which the Regulatory Condition is satisfied. Also, if CNET shall have so requested in writing no less than two business days prior to the initial expiration date, the Purchaser must extend the Offer for the period of time stated in CNET's written request (which period shall not exceed 10 business days beyond the initial expiration date), notwithstanding the satisfaction or waiver of all of the conditions of the Offer on or prior to the initial expiration date. Further, if immediately following the Acceptance Time, CBS, the Purchaser and their respective subsidiaries and affiliates own more than 80% but less than 90% of the Shares outstanding at that time (which shares beneficially owned shall include shares tendered in the Offer and not withdrawn), to the extent reasonably requested by CNET, the Purchaser shall provide for a subsequent offering period of at least 10 business days. The Purchaser also will extend the Offer for any period required by any rule, regulation, interpretation or position of the SEC or the staff thereof or Nasdaq Global Market applicable to the Offer, provided that the Purchaser will not be required to extend the Offer beyond September 15, 2008.

Pursuant to Rule 14d-11 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and subject to the provisions of the Merger Agreement, the Purchaser may elect to provide a subsequent offering period of up to 20 business days beginning the next business day after the expiration of the Offer. Other than as may be required by the Merger Agreement, the Purchaser does not currently intend to provide a subsequent offering period, although the Purchaser reserves the right to do so. No withdrawal rights will apply during any subsequent offering period.

The Purchaser has agreed in the Merger Agreement that, without the consent of CNET, it will not (i) reduce the number of Shares subject to the Offer, (ii) reduce the Offer Price, (iii) waive the Minimum Tender Condition, (iv) add to or modify the conditions to the Offer set forth in Section 15 of the Offer to Purchase or the terms of the Offer in any manner adverse to the holders of Shares, (v) extend the Offer, except as described above, (vi) change the form of the consideration payable in the Offer or (vii) otherwise amend the Offer in a manner adverse to the holders of Shares.

Any extension, delay, termination, waiver or amendment of the Offer will be followed as promptly as practicable by public announcement thereof and such announcement in the case of an extension will be made no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date of the Offer.

For purposes of the Offer, the Purchaser will be deemed to have accepted for payment and thereby purchased Shares validly tendered and not withdrawn if and when the Purchaser gives oral or written notice to the Depositary

of the Purchaser's acceptance of such Shares for payment pursuant to the Offer. Upon the terms and conditions of the Offer, the Purchaser will pay for Shares accepted for payment pursuant to the Offer by depositing the purchase price therefor with the Depositary, which will act as agent for the tendering stockholders for purposes of transmitting such payments to the tendering stockholders. **Under no circumstances will the Purchaser pay interest on the purchase price for Shares, regardless of any extension of the Offer or any delay in payment for Shares.**

In all cases, the Purchaser will pay for Shares accepted for payment pursuant to the Offer only after timely receipt by the Depositary of (i) certificates representing such Shares or timely confirmation of a book-entry transfer of such Shares into the Depositary's account at The Depository Trust Company ("DTC") pursuant to the procedures set forth in Section 3 of the Offer to Purchase; (ii) a properly completed and duly executed Letter of Transmittal with all required signature guarantees or, in the case of a book-entry transfer, an Agent's Message (as defined in Section 2 of the Offer to Purchase) in lieu of the Letter of Transmittal; and (iii) any other documents required by the Letter of Transmittal.

Shares tendered pursuant to the Offer may be withdrawn at any time on or before the expiration of the Offer. Thereafter, tenders are irrevocable, except that Shares tendered may also be withdrawn after July 21, 2008, unless the Purchaser has already accepted them for payment. For a withdrawal of Shares to be effective, the Depositary must timely receive a written or facsimile transmission notice of withdrawal at one of its addresses set forth on the back cover of the Offer to Purchase. Any notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name in which the certificates representing such Shares are registered, if different from that of the person who tendered such Shares. The signature(s) on the notice of withdrawal must be guaranteed by an Eligible Institution (as defined in Section 3 of the Offer to Purchase), unless such Shares have been tendered for the account of any Eligible Institution. If Shares have been tendered pursuant to the procedures for book-entry transfer as set forth in Section 3 of the Offer to Purchase, any notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn Shares. If certificates representing the Shares to be withdrawn have been delivered or otherwise identified to the Depositary, then, prior to the physical release of such certificates, the name of the registered owner and the serial numbers shown on such certificates must also be furnished to the Depositary. The Purchaser will determine, in its sole discretion, all questions as to the form and validity (including time of receipt) of any notice of withdrawal, and such determination will be final and binding. No withdrawal of Shares shall be deemed to have been properly made until all defects and irregularities have been cured or waived. None of the Purchaser, CBS or any of their respective affiliates or assigns, the Depositary, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give such notification. Withdrawals of tenders of Shares may not be rescinded and any Shares properly withdrawn will be deemed not validly tendered for purposes of the Offer. Withdrawn Shares may, however, be retendered by following one of the procedures for tendering Shares described in Section 3 of the Offer to Purchase at any time prior to the expiration of the Offer.

The information required to be disclosed by paragraph (d)(1) of Rule 14d-6 of the General Rules and Regulations under the Exchange Act is contained in the Offer to Purchase and is incorporated herein by reference.

CNET provided the Purchaser with CNET's stockholder lists and security position listings for the purpose of disseminating the Offer to Purchase, the related Letter of Transmittal and related documents to holders of Shares. The Offer to Purchase and related Letter of Transmittal will be mailed to record holders of Shares whose names appear on CNET's stockholder list and will be furnished to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing for subsequent transmittal to beneficial owners of Shares.

The receipt of cash by a holder (as defined in Section 5 of the Offer to Purchase) of Shares pursuant to the Offer or the Merger will be a taxable transaction for U.S. federal income tax purposes. See Section 5 of the Offer to Purchase for a more detailed discussion of the tax treatment of the Offer. **You are urged to consult with your own tax advisor as to the particular tax consequences to you of the Offer and the Merger.**

The Offer to Purchase and the related Letter of Transmittal contain important information. Stockholders should carefully read both documents in their entirety before any decision is made with respect to the Offer.

Questions and requests for assistance may be directed to the Information Agent at its address and telephone numbers set forth below. Requests for copies of the Offer to Purchase and the related Letter of Transmittal may be directed to the Information Agent or to brokers, dealers, commercial banks or trust companies. Such copies will be furnished promptly at the Purchaser's expense. The Purchaser will not pay any fees or commissions to any broker or dealer or any other person (other than the Information Agent or the Depositary) for soliciting tenders of Shares pursuant to the Offer.

The Information Agent for the Offer is:

105 Madison Avenue
New York, New York 10016
(212) 929-5500 (Call Collect)
or
Call Toll-Free (800) 322-2885
Email: tenderoffer@mackenziepartners.com

The Dealer Managers for the Offer are:

Citigroup Global Markets Inc.
Special Equity Transactions Group
390 Greenwich Street, 5th Floor
New York, New York 10013
Telephone: (877) 531-8365

UBS Securities LLC
299 Park Avenue
New York, New York 10171
Telephone: (877) 299-7215

May 23, 2008

Exhibit (a)(5)(E)

For immediate release:

May 23, 2008

CBS CORPORATION COMMENCES TENDER OFFER
FOR ALL OUTSTANDING SHARES OF CNET NETWORKS, INC.

NEW YORK, New York, May 23, 2008 — CBS Corporation (NYSE: CBS.A and CBS) today announced the commencement of its tender offer for all outstanding shares of common stock of CNET Networks, Inc. (NASDAQ: CNET) for $11.50 per share, net to the seller in cash, without interest. The tender offer is being made pursuant to an Offer to Purchase, dated May 23, 2008, and in connection with the Agreement and Plan of Merger, dated May 15, 2008, by and among CBS, Ten Acquisition Corp., a wholly-owned subsidiary of CBS, and CNET Networks, which CBS and CNET Networks publicly announced on May 15, 2008.

The tender offer is scheduled to expire at 12:00 midnight, New York City time, on Friday, June 20, 2008, unless the tender offer is extended. Following the completion of the tender offer and, if required, receipt of approval by CNET Networks stockholders, CBS expects to consummate a merger in which remaining CNET Networks stockholders will receive the same $11.50 cash price per share, without interest, as paid in the tender offer. The tender offer and merger are subject to customary closing conditions, including the acquisition by CBS of more than 50% of CNET Networks' issued and outstanding shares on a fully diluted basis in the tender offer and the expiration or earlier termination of any waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and any applicable foreign antitrust, competition or merger control laws.

The Depositary for the tender offer is BNY Mellon Shareowner Services, 480 Washington Boulevard, Jersey City, New Jersey 07310, Attn: Corporate Actions Department. The Dealer Managers for the tender offer are Citigroup Global Markets Inc., 390 Greenwich Street, New York, New York 10013, and UBS Investment Bank, 299 Park Avenue, New York, New York 10171. The Information Agent for the tender offer is MacKenzie Partners, Inc., 105 Madison Avenue, New York, New York 10016.

About CBS Corporation

CBS Corporation is a mass media company with constituent parts that reach back to the beginnings of the broadcast industry, as well as newer businesses that operate on the leading edge of the media industry. The Company, through its many and varied operations, combines broad reach with well-positioned local businesses, all of which provide it with an extensive distribution network by which it serves audiences and advertisers in all 50 states and key international markets. It has operations in virtually every field of media and entertainment, including broadcast television (CBS and The CW – a joint venture between CBS Corporation and Warner Bros. Entertainment), cable television (Showtime and CBS College Sports Network), local television (CBS Television Stations), television production and syndication (CBS Paramount Network Television and CBS Television Distribution), radio (CBS Radio), advertising on out-of-home media (CBS Outdoor), publishing (Simon & Schuster), interactive media (CBS Interactive), music (CBS Records), licensing and merchandising (CBS Consumer Products), video/DVD (CBS Home Entertainment), in-store media (CBS Outernet) and motion pictures (CBS Films). For more information, log on to www.cbscorporation.com.

Additional Information

This press release is neither an offer to purchase nor a solicitation of an offer to sell securities. The tender offer is being made pursuant to a tender offer statement and related materials. CNET Networks stockholders are advised to read the tender offer statement and related materials, which have been filed by CBS with the U.S. Securities and Exchange Commission (the "SEC"). The tender offer statement (including the Offer to Purchase, letter of transmittal and related tender offer documents) filed by CBS with the SEC and the solicitation/recommendation statement filed by CNET Networks with the SEC contain important information which should be read carefully before any decision is made with respect to the tender offer. The tender offer statement and the solicitation/recommendation statement will be mailed to all CNET Networks stockholders of record.

The tender offer statement and related materials may be obtained at no charge by directing a request by mail to MacKenzie Partners, Inc., 105 Madison Avenue, New York, New York 10016, or by calling toll-free at (800) 322-2885, and may also be obtained at no charge at www.cbscorporation.com and www.cnetnetworks.com and the website maintained by the SEC at www.sec.gov.

# # # # #

DISCLOSURE NOTICE: The information contained in this release is as of May 23, 2008. Except as required by law, CBS does not assume any obligation to update any forward-looking statements contained in this release as a result of new information or future events or developments. Some statements in this release may constitute forward-looking statements. CBS cautions that these forward-looking statements are subject to risks and uncertainties that may cause actual results to differ materially from those indicated in the forward-looking statements, including the risk that the tender offer may not be completed or the merger may not be consummated for various reasons, including the failure to satisfy the conditions precedent to the completion of the acquisition. A further list and description of risks and uncertainties can be found in CBS' Annual Report on Form 10-K for the fiscal year ended December 31, 2007 and in its periodic reports on Forms 10-Q and 8-K.

Press Contacts:

Gil Schwartz	212/975-2121	gdschwartz@cbs.com
Dana McClintock	212/975-1077	dlmcclintock@cbs.com

Investor Relations Contacts:

Marty Shea	212/975-8571	marty.shea@cbs.com
Debra Wichser	212/975-3718	debra.wichser@cbs.com

AGREEMENT AND PLAN OF MERGER

by and among

CNET NETWORKS, INC.,

CBS CORPORATION

and

TEN ACQUISITION CORP.

Dated as of May 15, 2008

TABLE OF CONTENTS

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "*Agreement*") is made and entered into as of May 15, 2008, by and among CNET Networks, Inc., a Delaware corporation (the "*Company*"), CBS Corporation, a Delaware corporation ("*Parent*"), and Ten Acquisition Corp., a Delaware corporation and wholly owned subsidiary of Parent ("*Purchaser*" and, together with Parent, the "*Buyer Parties*").

WHEREAS, the respective boards of directors of Parent, Purchaser and the Company have each approved the acquisition of the Company by Parent on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, on the terms and subject to the conditions set forth herein, Purchaser has agreed to commence a tender offer (such tender offer, as it may be amended and supplemented from time to time as permitted under this Agreement, the "*Offer*") to purchase all outstanding shares of common stock, par value $0.0001 per share, of the Company (the "*Company Common Shares*"), at a price of $11.50 per Company Common Share, in cash without interest (such price, or any higher price as may be paid in the Offer in accordance with this Agreement, the "*Offer Price*"), subject to any applicable withholding of Taxes;

WHEREAS, following the consummation of the Offer, the parties intend that Purchaser will be merged with and into the Company (the "*Merger*"), with the Company surviving the Merger as a wholly owned subsidiary of Parent in accordance with the General Corporation Law of the State of Delaware (the "*DGCL*"), and each Company Common Share that is not tendered and accepted pursuant to the Offer, except for certain Company Common Shares as provided in *Section 4.01*, will thereupon be cancelled and converted into the right to receive cash in an amount equal to the Offer Price, on the terms and subject to the conditions set forth herein;

WHEREAS, the board of directors of the Company has unanimously (i) determined that this Agreement and the transactions contemplated hereby, including the Offer and the Merger, are advisable, fair to and in the best interests of the Company and its stockholders, (ii) adopted resolutions approving and declaring the advisability of this Agreement and the transactions contemplated hereby, including the Offer and the Merger, and (iii) on the terms and subject to the terms set forth herein, adopted resolutions recommending that the stockholders of the Company accept the Offer, tender their Company Common Shares pursuant to the Offer, and, if required by applicable Law, adopt this Agreement and the transactions contemplated hereby, including the Merger; and

WHEREAS, the respective boards of directors of Parent and Purchaser have approved this Agreement and the transactions contemplated hereby, including the Offer and the Merger.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Parent, Purchaser and the Company hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 *Definitions*.

(a) For purposes of this Agreement:

"*Acceptable Confidentiality Agreement*" means a confidentiality agreement that contains provisions that are no less favorable to the Company than those contained in the Confidentiality Agreement.

"*Action*" means any claim, action, suit, proceeding, arbitration, mediation, inquiry or investigation.

"*Affiliate*" or "*affiliate*" of a specified person means a person who, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such specified person;

provided, *however*, that, with respect to either Parent or Purchaser, "Affiliate" or "affiliate" means any other Person that, directly or indirectly, through one or more intermediaries is controlled by Parent.

"*beneficial owner*" or "*beneficial ownership*", or phrases of similar meaning, with respect to any Company Common Shares, has the meaning ascribed to such term under Rule 13d-3(a) promulgated under the Exchange Act.

"*Business Day*" or "*business day*" means any day on which the principal offices of the SEC in Washington, D.C. are open to accept filings and on which banks are not required or authorized to close in New York, New York.

"*Code*" means the Internal Revenue Code of 1986.

"*Company Acquisition Proposal*" means any proposal or offer for, whether in one transaction or a series of related transactions, any (a) merger, consolidation or similar transaction involving the Company or any Company Subsidiary that would constitute a "significant subsidiary" (as defined in Rule 1-02 of Regulation S-X, but substituting 15% for references to 10% therein), (b) sale or other disposition, directly or indirectly, by merger, consolidation, share exchange or any similar transaction, of any assets of the Company or any Company Subsidiary representing 15% or more of the consolidated assets of the Company and the Company Subsidiaries, (c) issuance, sale or other disposition by the Company of (including by way of merger, consolidation, share exchange or any similar transaction) securities (or options, rights or warrants to purchase, or securities convertible into such securities) representing 15% or more of the outstanding voting interests in the Company, (d) tender offer or exchange offer in which any Person or "group" (as such term is defined under the Exchange Act) offers to acquire beneficial ownership (as such term is defined in Rule 13d-3(a) promulgated under the Exchange Act), or the right to acquire beneficial ownership, of 15% or more of the outstanding Company Common Shares, or (e) transaction which is similar in form, substance or purpose to any of the foregoing transactions; *provided*, *however*, that the term "Company Acquisition Proposal" shall not include (i) the Transactions or (ii) any merger, consolidation, business combination, share exchange, reorganization, recapitalization or similar transaction solely among the Company and one or more Company Subsidiaries or among Company Subsidiaries.

"*Company Bylaws*" means the Amended and Restated Bylaws of the Company, as in effect immediately prior to the Merger Effective Time.

"*Company Charter*" means the Restated Certificate of Incorporation of the Company, as in effect immediately prior to the Merger Effective Time.

"*Company Disclosure Schedule*" means the disclosure schedule delivered by the Company to Parent concurrently with the execution of this Agreement.

"*Company Stock Option*" means an option to purchase Company Common Shares issued pursuant to any Incentive Plan or otherwise issued by the Company.

"*Company Superior Proposal*" means any bona fide written offer, obtained after the date hereof and not in breach of this Agreement, to acquire, directly or indirectly, for consideration consisting of cash and/or securities, ninety percent (90%) or more of the equity securities of the Company or all or substantially all of the assets of the Company and the Company Subsidiaries on a consolidated basis, which offer is on terms that the Company Board determines in its good faith judgment (after consultation with its financial advisor of nationally recognized reputation and outside counsel), taking into account all relevant factors, (A) would, if consummated, result in a transaction that is more favorable to the holders of Company Common Shares from a financial point of view than the Transactions (including the terms of any proposal by the Parent to modify the terms of the Transactions) and (B) is reasonably capable of being completed on the terms proposed.

"*control*" (including the terms "*controlled by*" and "*under common control with*") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, as trustee or executor, by contract or credit arrangement or otherwise.

"*Employee Stock Purchase Plan*" means the Company's 1996 Employee Stock Purchase Plan, as amended.

"*Environmental Law*" means any Law relating to the environment or natural resources, or to the safety or health of human beings or other living organisms (with respect to exposure to Hazardous Substances), including the manufacture, distribution in commerce and use or Release of Hazardous Substances.

"*Exchange Act*" means the Securities Exchange Act of 1934.

"*GAAP*" means generally accepted accounting principles as applied in the United States.

"*Governmental Authority*" means any foreign or domestic national, state, provincial, municipal or local government, governmental, regulatory or administrative authority, agency, instrumentality or commission or any court, tribunal, or judicial or arbitral body.

"*Hazardous Substances*" means any pollutant, contaminant, hazardous substance, hazardous waste, medical waste, special waste, toxic substance, petroleum or petroleum-derived substance, waste or additive, radioactive material, or other compound, element, material or substance in any form whatsoever (including products) regulated, restricted or addressed by or under any applicable Environmental Law.

"*Incentive Plans*" means all employee, director or executive share option or compensation plans or arrangements of the Company.

"*Intellectual Property*" means all worldwide intellectual property rights, including: (a) patents, patent applications and invention registrations of any type, (b) trademarks, service marks, trade dress, logos, trade names, service names, d/b/a's, corporate names, internet domain names and other source identifiers, together with the goodwill associated with the foregoing, and all registrations and applications for registration of the foregoing, (c) copyrightable works, copyrights, and registrations and applications for registration and rights of renewal thereof, and (d) confidential and proprietary information, including trade secrets and know-how (collectively, "*Trade Secrets*").

"*knowledge of the Company*" or "*knowledge*" when used in reference to the Company means the actual knowledge of those individuals listed on *Section 1.01(a)(i)* of the Company Disclosure Schedule.

"*Law*" means any national, state, provincial, municipal or local statute, law, ordinance, regulation, rule, code, executive order, injunction, judgment, decree or other order.

"*Liens*" means with respect to any asset (including any security), any mortgage, claim, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset.

"*Material Adverse Effect*" means, with respect to the Company, any effect, event, occurrence, development, state of facts or change that, individually or in the aggregate with all other effects, events, occurrences, developments, state of facts or changes, is materially adverse to the business, assets, liabilities (contingent or otherwise), results of operations or financial condition of the Company and the Company Subsidiaries, taken as a whole, other than any effect, event, occurrence, development, state of facts or change arising out of or resulting from (a) any changes in the market price or trading volume of Company Common Shares (*provided* that this clause (a) shall not preclude any effect, event, occurrence, development, state of facts or change that may have contributed to or caused such changes from being taken into account in determining whether a Material Adverse Effect has occurred), (b) changes in conditions in the U.S. or global economy or capital or financial markets generally, including changes in interest or exchange rates (except to the extent that the Company or such

Company Subsidiary is disproportionately adversely affected relative to other participants in the industries in which the Company or such Company Subsidiary participates), (c) changes in general legal, tax, regulatory, political or business conditions in the countries in which the Company or such Company Subsidiary does business (except to the extent the Company or such Company Subsidiary is disproportionately adversely affected relative to other participants in the industries in which the Company or such Company Subsidiary participates in such countries), (d) general market or economic conditions in the industries in which the Company or any Company Subsidiary participates (except to the extent that the Company or such Company Subsidiary is disproportionately adversely affected relative to other participants in such industries), (e) changes in Law following the date hereof, (f) changes in GAAP or other accounting standards following the date hereof, (g) the negotiation, execution, announcement, pendency or performance of this Agreement or the Transactions or the consummation of the Transactions, including the impact thereof on relationships, contractual or otherwise, with customers, suppliers, vendors, lenders, investors or employees (it being understood that any legal or contractual consequences (other than any legal or contractual consequences contemplated in this Agreement or the Company Disclosure Schedule) of the execution of this Agreement or the consummation of the Transactions shall not be precluded by this clause (g) from being taken into account in determining whether a Material Adverse Effect has occurred), (h) acts of war, armed hostilities, sabotage or terrorism, or any escalation or worsening of any such acts of war, armed hostilities, sabotage or terrorism threatened or underway as of the date of this Agreement (except to the extent the Company or such Company Subsidiary is disproportionately adversely affected relative to other participants in the industries in which the Company or such Company Subsidiary participates), (i) earthquakes, hurricanes, floods, or other natural disasters (except to the extent the Company or such Company Subsidiary is disproportionately adversely affected relative to other participants in the industries in which the Company or such Company Subsidiary participates), (j) changes in any analyst's recommendation, any financial strength rating or any other recommendation or rating as to the Company or any Company Subsidiary, including, in and of itself, any failure to meet analyst projections (*provided* that this clause (j) shall not preclude any effect, event, occurrence, development, state of facts or change that may have contributed to or caused such changes from being taken into account in determining whether a Material Adverse Effect has occurred), (k) the failure, in and of itself, of the Company to meet any expected or projected financial or operating performance target publicly announced prior to the date of this Agreement, as well as any change, in and of itself, by the Company in any expected or projected financial or operating performance target as compared with any target publicly announced prior to the date of this Agreement (*provided* that this clause (k) shall not preclude any effect, event, occurrence, development, state of facts or change that may have contributed to or caused such changes from being taken into account in determining whether a Material Adverse Effect has occurred), (l) any action by Parent or any of its Affiliates or the omission of an action that was required to be taken by Parent or any of its Affiliates, or (m) any action taken by the Company at the request or with the consent of any of the Buyer Parties.

"*NASD*" means the National Association of Securities Dealers, Inc.

"*Other Filings*" means any document, other than the Proxy/Information Statement, to be filed with the SEC in connection with this Agreement.

"*Parent Material Adverse Effect*" means any effect, event, development or change that would reasonably be expected to prevent, or materially hinder or delay, Parent or Purchaser from consummating any of the Transactions.

"*Permitted Liens*" means (a) Liens for Taxes and other governmental charges and assessments that are not yet due and payable and Liens for Taxes and other governmental charges and assessments being contested in good faith by appropriate proceedings (*provided*, in each case, an appropriate reserve has been made in the Company Financial Statements), (b) inchoate mechanics', workmen's, repairmen's, warehousemen's, carriers' and materialmen's Liens securing payments not due and payable or payments that are being contested in good faith that are incurred in the ordinary course of the business of the Company or any Company Subsidiary, (c) zoning restrictions, survey exceptions, utility easements, rights of way and similar Liens that are imposed by any Governmental Authority having jurisdiction thereof or otherwise are typical for the applicable property type

and locality and, in each case, do not detract from the use, value or operation of the property subject thereto, (d) interests of any lessor or lessee to any leased property that are reflected in the Company SEC Reports, (e) non-exclusive licenses of Intellectual Property, (f) transfer restrictions imposed by applicable securities Laws and (g) Liens set forth in *Section 1.01(a)(ii)* of the Company Disclosure Schedule.

"*person*" or "*Person*" means an individual, corporation, partnership, limited partnership, limited liability company, syndicate, person (including a "person" as defined in Section 13(d)(3) of the Exchange Act), trust, association, entity or Governmental Authority, but shall exclude the Company Subsidiaries.

"*Release*" means any release, pumping, pouring, emptying, injecting, escaping, leaching, migrating, dumping, seepage, spill, leak, flow, discharge or emission.

"*Rights Agreement*" means the Rights Agreement, dated as of January 11, 2008, by and between the Company and Computershare Trust Company, N.A.

"*Securities Act*" means the Securities Act of 1933.

"*Software*" means any and all computer programs, whether in source code or object code; databases and compilations, whether machine readable or otherwise; descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing; and all documentation including user manuals and other training documentation related to any of the foregoing.

"*subsidiary*" or "*subsidiaries*" of the Company, Parent or any other person means a corporation, limited liability company, partnership, joint venture or other organization of which: (a) such person or any other subsidiary of such person is a general partner (in the case of a partnership) or managing member (in the case of a limited liability company), (b) voting power to elect a majority of the board of directors or others performing similar functions with respect to such organization is held by such person or by any one or more of such person's subsidiaries or (c) at least 50% of the equity interests is controlled by such person.

"*Tax*" or "*Taxes*" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax of any kind whatsoever, including any interest, penalty or addition thereto, whether disputed or not.

"*Tax Return*" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"*Technology*" means, collectively, designs, formulae, algorithms, procedures, methods, techniques, ideas, know-how, Software, tools, data, inventions, apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and any other embodiments of the above, in any form whether or not specifically listed herein, and all related technology, that are used, incorporated or embodied in or displayed by any of the foregoing or used in the design, development, reproduction, sale, marketing, maintenance or modification of any of the foregoing.

"*Termination Fee*" means Thirty Five Million Dollars ($35,000,000).

"*Transactions*" means the Offer, the Merger and the other transactions contemplated by this Agreement.

"*Voting Debt*" shall mean bonds, debentures, notes or other indebtedness having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which holders of equity interests in the Company or any Company Subsidiary may vote.

(b) The following terms have the meaning set forth in the Sections set forth below:

Defined Term	Location of Definition
Acceptance Time	Section 2.04(a)
Adverse Recommendation Change	Section 8.03(c)
Agreement	Preamble
Buyer Parties	Preamble
Certificate of Merger	Section 3.03
Closing	Section 3.04
Closing Date	Section 3.04
Company	Preamble
Company Board	Section 2.03(a)
Company Board Recommendation	Section 2.03(a)
Company Common Share Certificates	Section 4.03(c)
Company Common Shares	Recitals
Company Dissenting Shares	Section 4.04
Company Employees	Section 8.04(a)
Company Financial Advisor	Section 2.03(a)
Company Financial Statements	Section 5.07(b)
Company Intellectual Property	Section 5.13(a)
Company Material Contract	Section 5.16(a)
Company Paying Agent	Section 4.03(a)
Company Preferred Shares	Section 5.03(a)
Company SEC Reports	Section 5.07(a)
Company Stockholder Approval	Section 5.04
Company Stockholders	Section 2.03(a)
Company Stockholders' Meeting	Section 8.01(d)
Company Subsidiaries	Section 5.02(a)
Confidentiality Agreement	Section 8.02(c)
Continuing Directors	Section 2.04(a)
Converted Option	Section 4.01(c)
Delaware Courts	Section 11.09(b)
DGCL	Recitals
D&O Insurance	Section 8.06(b)
ERISA	Section 5.11(a)
ERISA Affiliate	Section 5.11(e)
Excluded Party	Section 8.03(b)
Executive Plan	Section 8.04(c)
Extended Expiration Date	Section 2.01(d)
FCPA	Section 5.07(f)
Foreign Plan	Section 5.11(k)
Governmental Order	Section 10.01(c)
HSR Act	Section 5.05(b)
Indemnified Parties	Section 8.06(a)
Independent Directors	Section 2.04(b)
Initial Expiration Date	Section 2.01(d)
IRS	Section 5.11(a)
Inquiry	Section 8.03(a)
Merger	Recitals
Merger Consideration	Section 4.01(b)
Merger Effective Time	Section 3.03
Merger Shares	Section 4.01(b)

Defined Term	Location of Definition
Minimum Condition	Annex I
Nasdaq	Section 5.05(b)
New Plans	Section 8.04(b)
Non-Executive Plan	Section 8.04(c)
Offer	Recitals
Offer Commencement Date	Section 2.01(a)
Offer Conditions	Section 2.01(b)
Offer Documents	Section 2.02(a)
Offer Price	Recitals
Old Plans	Section 8.04(b)
Option Ratio	Section 4.01(c)
Outside Date	Section 10.01(b)
Owned Company Intellectual Property	Section 5.13(a)
Parent	Preamble
Parent Common Shares	Section 4.01(c)
Permits	Section 5.06(a)
Plans	Section 5.11(a)
Pro-Rata Payments	Section 8.04(c)
Proxy/Information Statement	Section 2.03(a)
Purchaser	Preamble
Regulatory Condition	Annex I
Representatives	Section 8.03(a)
Rights	Section 5.03(a)
Rights Agreement	Section 5.03(a)
Sarbanes-Oxley Act	Section 5.07(d)
Schedule 14D-9	Section 2.03(b)
SEC	Section 5.07(a)
Section 16	Section 8.05
Section 262	Section 4.04
Solicited Person	Section 8.03(a)
Surviving Corporation	Section 3.01
Surviving Corporation Fund	Section 4.03(a)
Termination Date	Section 10.01
Top-Up Amount	Section 2.06(a)
Top-Up Exercise Event	Section 2.06(b)
Top-Up Option	Section 2.06(a)
Trade Secrets	Section 1.01(a)
Uncertificated Shares	Section 4.03(c)

(c) The parties hereto agree that they have been represented by counsel during the negotiation, drafting, preparation and execution of this Agreement and, therefore, waive the application of any Law or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document. In this Agreement, except to the extent otherwise provided or that the context otherwise requires:

(1) when a reference is made in this Agreement to an Article, Section, Annex, Exhibit or Schedule, such reference is to an Article or Section of, or an Annex, Exhibit or Schedule to, this Agreement unless otherwise indicated;

(2) the table of contents and headings for this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement;

(3) whenever the words “include,” “includes” or “including” are used in this Agreement, they are deemed to be followed by the words “without limitation”;

(4) the words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;

(5) references to any statute, rule or regulation are to the statute, rule or regulation as amended, modified, supplemented or replaced from time to time (and, in the case of statutes, include any rules and regulations promulgated under said statutes) and to any section of any statute, rule or regulation include any successor to said section;

(6) all terms defined in this Agreement have the defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein;

(7) the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms;

(8) references to a person are also to its successors and permitted assigns;

(9) the use of “or” is not intended to be exclusive unless expressly indicated otherwise;

(10) references to monetary amounts are to the lawful currency of the United States;

(11) words importing the singular include the plural and vice versa and words importing gender include all genders;

(12) time is of the essence in the performance of the parties’ respective obligations; and

(13) time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

(d) It is understood and agreed that (i) disclosure of any fact or item in any Section of the Company Disclosure Schedule shall be deemed to be disclosed with respect to any other applicable Section only to the extent it is reasonably apparent from a reading of the disclosure that such disclosure is applicable to such other Section, (ii) nothing in the Company Disclosure Schedule is intended to broaden the scope of any representation or warranty of the Company made herein and (iii) neither the specifications of any dollar amount in this Agreement nor the inclusion of any specific item in the Company Disclosure Schedule is intended to imply that such amounts or higher or lower amounts, or the items so included or other items, are or are not material, and neither party shall use the fact of setting of such amounts or the fact of the inclusion of such item in the Company Disclosure Schedule in any dispute or controversy between the parties as to whether any obligation, item or matter is or is not material for purposes hereof.

ARTICLE II
THE OFFER

Section 2.01 *The Offer*.

(a) Provided that (i) none of the events set forth in paragraphs (b) and (d) of *Annex I* to this Agreement shall have occurred and be existing, (ii) the Company shall have complied with its obligations under *Section 2.03(c)* and *Section 2.03(d)* and (iii) this Agreement shall not have previously been validly terminated in accordance with *Section 10.01*, as promptly as reasonably practicable, but in no event later than twelve (12) business days (as defined in Rule 14d-1(g)(3) promulgated under the Exchange Act) after the date of this Agreement, Parent shall cause Purchaser to, and Purchaser shall, commence (within the meaning of Rule 14d-2 promulgated under the Exchange Act) the Offer for all of the outstanding Company Common Shares (other than Company Common

Shares described in *Section 4.01(a)*) for a price per Company Common Share equal to the Offer Price (as adjusted as provided in *Section 2.01(f)*). The date on which Purchaser commences the Offer, within the meaning of Rule 14d-2 promulgated under the Exchange Act, is referred to in this Agreement as the "*Offer Commencement Date*".

(b) As promptly as practicable on the later of: (i) the earliest date as of which Purchaser is permitted under applicable Law to accept for payment Company Common Shares tendered pursuant to the Offer and (ii) the earliest date as of which each of the conditions set forth in *Annex I* (the "*Offer Conditions*") shall have been satisfied or waived, Purchaser shall (and Parent shall cause Purchaser to), except as contemplated by *Section 2.01(d)(iv)*, accept for payment all Company Common Shares tendered pursuant to the Offer (and not validly withdrawn). The obligation of Purchaser to accept for payment Company Common Shares tendered pursuant to the Offer shall be subject only to the satisfaction or waiver of each of the Offer Conditions (and shall not be subject to any other conditions). Promptly after the acceptance for payment of any Company Common Shares tendered pursuant to the Offer, Purchaser shall pay for such Company Common Shares.

(c) Parent and Purchaser expressly reserve the right to increase the Offer Price, waive any Offer Condition or amend, modify or supplement any of the Offer Conditions or terms of the Offer. Notwithstanding anything to the contrary contained in this Agreement, neither Parent nor Purchaser shall (without the prior written consent of the Company):

(i) change or waive the Minimum Condition (as defined in *Annex I*);

(ii) decrease the number of Company Common Shares sought to be purchased by Purchaser in the Offer;

(iii) reduce the Offer Price;

(iv) extend or otherwise change the expiration date of the Offer (except to the extent permitted or required pursuant to *Section 2.01(d)*);

(v) change the form of consideration payable in the Offer; or

(vi) amend, modify or supplement any of the Offer Conditions or terms of the Offer in a manner that adversely affects, or would reasonably be expected to adversely affect, the holders of Company Common Shares.

(d) Unless extended as provided in this Agreement, the Offer shall expire on the date (the "*Initial Expiration Date*") that is twenty (20) business days (calculated as set forth in Rule 14d-1(g)(3) promulgated under the Exchange Act) after the Offer Commencement Date. Notwithstanding the foregoing, (i) Purchaser shall extend the Offer for any period required by any rule, regulation, interpretation or position of the SEC or its staff or Nasdaq that is applicable to the Offer; *provided*, that in no event shall Purchaser be required to extend the Offer beyond the Outside Date, (ii) if, on the Initial Expiration Date or any subsequent date as of which the Offer is scheduled to expire (an "*Extended Expiration Date*"), the Minimum Condition or the Regulatory Condition is not satisfied, then, to the extent requested in writing by the Company no less than two (2) business days prior to the applicable expiration date, Purchaser shall extend the Offer for one or more periods ending no later than the Outside Date, to permit either of such Offer Conditions to be satisfied; *provided*, that no individual extension shall be for a period of more than ten (10) business days and, *provided further* that Purchaser shall not be required to extend the Offer under this clause (ii) to a date beyond the date which is twenty (20) business days after the date on which the Regulatory Condition is satisfied, (iii) if, on the Initial Expiration Date or any Extended Expiration Date, any Offer Condition is not satisfied and this Agreement has not been terminated in accordance with its terms, Purchaser may, in its discretion, extend the Offer for one or more periods, (iv) if the Company shall have requested in writing no less than two (2) business days prior to the Initial Expiration Date, Purchaser shall extend the Offer for the period of time stated in the Company's written request (which period shall not exceed ten (10) business days beyond the Initial Expiration Date) notwithstanding the satisfaction or waiver of all of the Offer Conditions on or prior to the Initial Expiration Date and (v) Purchaser may, in its

discretion, elect to provide for a subsequent offering period (and one or more extensions thereof) in accordance with Rule 14d-11 promulgated under the Exchange Act following the Acceptance Time, and, if immediately following the Acceptance Time, Parent, Purchaser and their respective Subsidiaries and Affiliates own more than 80% but less than 90% of the Company Common Shares outstanding at that time (which shares beneficially owned shall include shares tendered in the Offer and not withdrawn), to the extent reasonably requested by the Company, Purchaser shall provide for a subsequent offering period of at least ten (10) business days. Subject to the terms and conditions set forth in this Agreement and the Offer, Parent shall cause Purchaser to, and Purchaser shall, accept for payment and pay for all Company Common Shares validly tendered and not withdrawn during such subsequent offering period as promptly as practicable after any such Company Common Shares are tendered during such subsequent offering period and in any event in compliance with Rule 14e-1(c) promulgated under the Exchange Act.

(e) The Offer may be terminated prior to its expiration date (as such expiration date may be extended and re-extended in accordance with this Agreement), but only if this Agreement is validly terminated in accordance with *Section 10.01*.

(f) The Offer Price shall be adjusted to the extent appropriate to reflect the effect of any stock split, division or subdivision of shares, stock dividend, reverse stock split, consolidation of shares, reclassification, recapitalization or other similar transaction with respect to Company Common Shares occurring or having a record date on or after the date of this Agreement and prior to the payment by Purchaser for the Company Common Shares; *provided* that this subsection (f) shall not affect or supersede the provisions of *Section 5.01(b)* hereof.

Section 2.02 *Actions of Parent and Purchaser*.

(a) On the Offer Commencement Date, Parent and Purchaser shall: (i) cause to be filed with the SEC a Tender Offer Statement on Schedule TO with respect to the Offer, which will contain Purchaser's offer to purchase and related letter of transmittal (the forms of which shall be reasonably acceptable to the Company) and the related form of summary advertisement (such Tender Offer Statement on Schedule TO and all exhibits, amendments and supplements thereto being referred to collectively in this Agreement as the "*Offer Documents*") and (ii) cause the Offer Documents to be disseminated to holders of Company Common Shares as required by applicable Law.

(b) Parent and Purchaser shall cause the Offer Documents to (i) comply in all material respects with the applicable requirements of the Exchange Act and (ii) not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; *provided*, *however*, that no covenant is made by Parent or Purchaser with respect to information supplied by or on behalf of the Company for inclusion or incorporation by reference in the Offer Documents.

(c) The Company and its counsel shall be given a reasonable opportunity to review and comment on the Offer Documents (including any amendment or supplement thereto) prior to the filing thereof with the SEC. Parent and Purchaser shall (i) promptly provide the Company and its counsel with a copy of any written comments or a description of any oral comments received by Parent or Purchaser (or by counsel to Parent or Purchaser) from the SEC or its staff with respect to the Offer Documents and (ii) give the Company and its counsel a reasonable opportunity to review and comment on any response formulated in connection with such comments prior to filing thereof with the SEC. Each of Parent and Purchaser shall respond as promptly as practicable to any comments of the SEC or its staff with respect to the Offer Documents or the Offer.

(d) To the extent required by the applicable requirements of the Exchange Act: (i) each of Parent, Purchaser and the Company shall promptly correct any information provided by it for use in the Offer Documents if such information shall have become false or misleading in any material respect and (ii) each of Parent and Purchaser

shall take all steps necessary to promptly cause the Offer Documents, as supplemented or amended to correct such information, to be filed with the SEC and to be disseminated to holders of Company Common Shares.

(e) Parent shall cause to be provided to Purchaser all of the funds necessary to purchase any Company Common Shares that Purchaser becomes obligated to purchase pursuant to the Offer, and shall cause Purchaser to perform, on a timely basis, all of Purchaser's obligations under this Agreement.

Section 2.03 *Actions by the Company*.

(a) The Company hereby approves of and consents to the Offer and represents that the board of directors of the Company (the "*Company Board*"), at a meeting duly called and held, unanimously duly adopted resolutions (i) approving and declaring the advisability of this Agreement, (ii) approving this Agreement and the Transactions (such approval having been made in accordance with the DGCL, including for purposes of Section 203 thereof), (iii) determining this Agreement and the Transactions to be advisable, fair to and in the best interests of the Company and the stockholders of the Company (the "*Company Stockholders*") and (iv) recommending that, on the terms and subject to the conditions set forth herein, the Company Stockholders accept the Offer, tender their Company Common Shares pursuant to the Offer and adopt this Agreement and the Transactions, if required (the "*Company Board Recommendation*"); *provided, however*, that the Company Board may withdraw, modify or amend the Company Board Recommendation as provided by *Section 8.03*. The Company hereby consents to the inclusion in the Offer Documents of the Company Board Recommendation to the extent such Company Board Recommendation is not withheld or withdrawn in accordance with *Section 8.03*. To the extent the foregoing recommendation has been amended or modified in accordance with *Section 8.03*, the Company hereby consents to the inclusion of such recommendation, as so amended or modified, in the Offer Documents. The Company also represents and warrants that (A) the Company Board has received the opinion of Morgan Stanley & Co. Incorporated (the "*Company Financial Advisor*"), dated the date of this Agreement, to the effect that, as of such date, and subject to the various assumptions and qualifications set forth therein, the consideration to be received by the Company Stockholders in the Offer and the Merger is fair to such holders from a financial point of view and (B) the Company has obtained or will timely obtain all necessary consents (including the authorization of the Company Financial Advisor) to permit the inclusion of such opinion in its entirety and references thereto in the Offer Documents, the Schedule 14D-9 and the proxy statement or information statement relating to the Merger (as amended, supplemented or modified, the "*Proxy/Information Statement*"), subject to prior review and consent by the Company Financial Advisor (such consent not to be unreasonably withheld or delayed). The Company has been advised by each of its directors and executive officers that each such person intends to tender all Company Common Shares owned by such person pursuant to the Offer and that the Offer Documents may so state.

(b) On the Offer Commencement Date, the Company shall file with the SEC and (contemporaneously with the initial dissemination of the Offer Documents to holders of Company Common Shares to the extent required by applicable federal securities Laws) disseminate to holders of Company Common Shares a Solicitation/Recommendation Statement on Schedule 14D-9 (together with any amendments or supplements thereto, the "*Schedule 14D-9*") that, subject to *Section 8.03*, shall contain the Company Board Recommendation. Except in connection with an Adverse Recommendation Change made in accordance with *Section 8.03*, Parent and its counsel shall be given a reasonable opportunity to review and comment on the Schedule 14D-9 (including any amendment or supplement thereto) prior to the filing thereof with the SEC. The Company shall: (x) as promptly as reasonably practicable provide Parent and its counsel with a copy of any written comments and a description of any oral comments received by the Company (or its counsel) from the SEC or its staff with respect to the Schedule 14D-9, (y) except with respect to any disclosure made relating to an Adverse Recommendation Change in accordance with *Section 8.03*, give Parent and its counsel a reasonable opportunity to review and comment on any response formulated in connection with such comments prior to the filing thereof with the SEC and (z) respond promptly to any such comments. The Company agrees that the Schedule 14D-9 shall comply in all material respects with the requirements of the Exchange Act and, on the date filed with the SEC and on the date first published, sent or given to the Company Stockholders, shall not contain any untrue statement of a material

fact or omit any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; *provided*, that no covenant is made by the Company with respect to information supplied by or on behalf of Parent or Purchaser for inclusion or incorporation by reference in the Schedule 14D-9. To the extent required by the applicable requirements of the Exchange Act: (A) each of Parent, Purchaser and the Company shall promptly correct any information provided by it for use in the Schedule 14D-9 if such information shall have become false or misleading in any material respect and (B) the Company shall take all steps necessary to cause the Schedule 14D-9, as supplemented or amended to correct such information, to be filed with the SEC and, if required, to be disseminated to holders of Company Common Shares. Parent and Purchaser shall promptly furnish to the Company all information concerning Parent or Purchaser that may be reasonably requested in connection with any action contemplated by this *Section 2.03(b)*. To the extent requested by the Company, Parent shall cause the Schedule 14D-9 to be mailed or otherwise disseminated to the Company Stockholders together with the Offer Documents disseminated to the Company Stockholders.

(c) In connection with the Offer, the Company shall instruct its transfer agent to furnish to Purchaser a list, as of the most recent practicable date, of the record holders of Company Common Shares and their addresses, as well as mailing labels containing such names and addresses. The Company will furnish Purchaser with such additional information (including any security position listings in the Company's possession or reasonably obtainable by the Company) and assistance as Purchaser may reasonably request for purposes of communicating the Offer to the record holders and beneficial holders of Company Common Shares. All information furnished in accordance with this *Section 2.03(c)* shall be held in confidence by Parent and Purchaser in accordance with the requirements of the Confidentiality Agreement, and shall be used by Parent and Purchaser only in connection with the communication of the Offer and the dissemination of any Proxy/Information Statement relating to the Merger to the holders of Company Common Shares.

(d) The Company shall as promptly as reasonably practicable furnish to Parent and Purchaser all information concerning the Company that may be required by applicable securities Laws or reasonably requested by Parent or Purchaser for inclusion in the Schedule TO and the Offer Documents.

Section 2.04 *Board of Directors*.

(a) After the first time that Purchaser accepts for payment any Company Common Shares tendered pursuant to the Offer (the "*Acceptance Time*"), and at all times thereafter, the Company will, upon Parent's request and subject to compliance with applicable Law, take all actions reasonably necessary to cause persons designated by Parent to become directors of the Company so that the total number of such persons equals that number of directors, rounded up to the next whole number, determined by multiplying: (i) the total number of directors on the Company Board (after giving effect to the directors elected or designated by Parent in accordance with this *Section 2.04(a)*) by (ii) the percentage that the number of Company Common Shares beneficially owned by Parent, Purchaser or any of their respective Affiliates bears to the total number of Company Common Shares outstanding at the Acceptance Time (determined on a fully-diluted basis but disregarding any unvested stock option and other unvested rights to acquire Company Common Shares). The Company will take all actions reasonably necessary to permit Parent's designees to be elected to the Company Board in accordance with this *Section 2.04(a)*, including using commercially reasonable efforts to secure the resignation of directors, promptly filling vacancies or newly created directorships on the Company Board, increasing the size of the Company Board, and/or amending the Company Bylaws; *provided*, *however*, that prior to the Merger Effective Time, the Company Board shall always have at least three (3) Continuing Directors. Notwithstanding the proviso to the preceding sentence, at all times from the election of Parent's designees in accordance with this *Section 2.04(a)* through the Merger Effective Time, Parent's designees shall constitute a majority of the Company Board. The Company shall, upon Parent's request following the Acceptance Time, and at all times thereafter, also cause persons designated by Parent to constitute the same percentage (rounded up to the next whole number) as is on the Company Board of (i) each committee of the Company Board, (ii) each board of directors (or similar body) of each Company Subsidiary and (iii) each committee (or similar body) of each such board, in each case, to the

extent permitted by applicable Law and the rules of Nasdaq. For purposes of this *Section 2.04(a)*, any and all members of the Company Board immediately prior to the Acceptance Time who remain on the Company Board after such designation by Parent pursuant to this *Section 2.04(a)* shall be referred to as "*Continuing Directors*".

(b) In the event that Parent's designees are elected or appointed to the Company Board pursuant to *Section 2.04(a)* hereof, until the Merger Effective Time, the Company Board shall have at least such number of directors as may be required by the Nasdaq Marketplace Rules or the federal securities laws who are considered independent directors within the meaning of such rules and laws ("*Independent Directors*"); *provided*, *however*, that in such event, if the number of Independent Directors shall be reduced below the number of directors as may be required by such rules or securities laws for any reason whatsoever, the remaining Independent Director(s) shall be entitled to designate persons to fill such vacancies who shall be deemed to be Independent Directors for purposes of this Agreement or, if no other Independent Director then remains, the other directors shall designate such number of directors as may be required by the rules of Nasdaq and the federal securities laws, to fill such vacancies who shall not be stockholders or Affiliates of Parent or Purchaser, and such Persons shall be deemed to be Independent Directors for purposes of this Agreement. Notwithstanding the provisions of this subsection (b), at all times from the election of Parent's designees in accordance with *Section 2.04(a)* through the Merger Effective Time, Parent's designees shall constitute a majority of the Company Board.

(c) The Company's obligation to cause Parent's designees to be elected or appointed to the Company Board shall be subject to Section 14(f) of the Exchange Act and Rule 14f-1 thereunder. The Company shall promptly take all actions, and shall include in the Schedule 14D-9 such information with respect to the Company and its officers and directors, as Section 14(f) of the Exchange Act and Rule 14f-1 thereunder require in order to fulfill its obligations under this *Section 2.04*, so long as Parent shall have timely provided to the Company all information with respect to Parent and its designees, officers, directors and Affiliates required by Section 14(f) of the Exchange Act and Rule 14f-1 thereunder. Parent shall promptly supply to the Company in writing, and shall be solely responsible for, all such information.

Section 2.05 *Actions by Directors*. Following the election or appointment of Parent's designees to the Company Board pursuant to *Section 2.04(a)*, and until the Merger Effective Time, the approval of a majority of the Continuing Directors shall be required to authorize: (a) any amendment to or termination of this Agreement by the Company; (b) any amendment to the Company Charter or Company Bylaws; (c) any extension of time for the performance of any of the obligations or other acts of Parent or Purchaser; (d) any enforcement or waiver of compliance with any covenant of Parent or Purchaser or any condition to any obligation of the Company or any exercise, enforcement or waiver of any right of the Company under this Agreement; and (e) any other consent or action by the Company or the Company Board with respect to this Agreement or any of the Transactions. The authorization of any such matter by a majority of the Continuing Directors shall, to the extent permitted by applicable Law, constitute the authorization of such matter by the Company Board, and no other action on the part of the Company or any other director of the Company shall be required to authorize such matter.

Section 2.06 *Top-Up Option*.

(a) The Company hereby grants to Purchaser an option, for so long as this Agreement has not been terminated pursuant to *Section 10.01* (the "*Top-Up Option*"), to purchase from the Company up to a number of newly-issued Company Common Shares (such number of Company Common Shares, the "*Top-Up Amount*") that, when added to the number of Company Common Shares owned by Purchaser at the time of exercise of the Top-Up Option, constitutes one (1) Company Common Share more than 90% of the number of Company Common Shares that would be outstanding immediately after the issuance of all Company Common Shares issued pursuant to the Top-Up Option; *provided* that the Top-Up Option shall not be exercisable unless (i) immediately prior to such exercise, Purchaser owns a majority of the Company Common Shares then outstanding on a fully diluted basis as a result of the consummation of the Offer in accordance with the terms of this Agreement, and (ii) immediately after such exercise Purchaser would own more than ninety percent (90%) of the Company Common Shares then outstanding.

(b) Subject to there being no statute, rule or regulation having been enacted or promulgated by any Governmental Authority which prohibits the consummation of the Merger and no order or injunction of a court of competent jurisdiction in effect preventing consummation of the Top-Up Option or the Merger, Purchaser may, in its sole discretion, exercise the Top-Up Option, in whole but not in part, at any one time after the occurrence of a Top-Up Exercise Event and prior to the Merger Effective Time. For purposes of this Agreement, a "*Top-Up Exercise Event*" shall occur if (i) the Acceptance Date shall have occurred and (ii) the Company has a number of authorized but unissued Company Common Shares at least equal to the Top-Up Amount. The aggregate purchase price payable for the Company Common Shares being purchased by Purchaser pursuant to the Top-Up Option shall be payable, at the option of Parent, either in cash or by delivery of a promissory note having a principal amount equal to such aggregate purchase price. The aggregate amount payable to the Company in respect of the Company Common Shares being purchased by Purchaser pursuant to the Top-Up Option shall be determined by multiplying the number of such Company Common Shares by the Offer Price.

(c) In the event that Purchaser wishes to exercise the Top-Up Option, Purchaser shall deliver to the Company a notice setting forth (i) the number of Company Common Shares that Purchaser intends to purchase pursuant to the Top-Up Option, (ii) the place and time at which the closing of the purchase of such Company Common Shares by Purchaser is to take place and (iii) the form of payment for the purchase of such Company Common Shares, as elected by Purchaser in accordance with *Section 2.06(b)*. At the closing of the purchase of such Company Common Shares, Purchaser shall cause to be delivered to the Company the consideration required to be delivered in exchange for such Company Common Shares, and the Company shall cause to be issued to Purchaser a certificate representing such Company Common Shares. The closing of the purchase of the Company Common Shares issuable pursuant to Purchaser's exercise of the Top-Up Option shall occur within three (3) Business Days following the notice delivered by Purchaser in accordance with this *Section 2.06(c)*.

ARTICLE III
THE MERGER

Section 3.01 *Merger*. Upon the terms and subject to the conditions set forth in this Agreement, at the Merger Effective Time, Purchaser shall be merged with and into the Company and the separate corporate existence of Purchaser shall thereupon cease. The Company shall be the surviving corporation in the Merger (sometimes hereinafter referred to as the "*Surviving Corporation*"), and the separate corporate existence of the Company with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. At the Merger Effective Time, the effect of the Merger shall be as provided in this Agreement, the Certificate of Merger and the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Merger Effective Time, all of the property, rights, privileges, powers and franchises of the Company and Purchaser shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Purchaser shall become the debts, liabilities and duties of the Surviving Corporation.

Section 3.02 *Charter and Bylaws*.

(a) At the Merger Effective Time, the Company Charter shall be amended as set forth in *Exhibit A* hereto and, as so amended, such Company Charter shall be the Certificate of Incorporation of the Surviving Corporation until thereafter further amended as provided therein or by applicable Law.

(b) At the Merger Effective Time, the Company Bylaws shall be amended as set forth in *Exhibit B* hereto and, as so amended, shall be the Bylaws of the Surviving Corporation until thereafter amended as provided therein or by applicable Law.

(c) The Company Charter and Company Bylaws, as amended pursuant to clauses (a) and (b) above, respectively, shall include any provisions required by *Section 8.06*.

Section 3.03 *Effective Time of the Merger*. Subject to the provisions of this Agreement, as soon as practicable on the Closing Date, the Company shall file a certificate of merger or such other applicable documents as contemplated by the DGCL (in any such case, the "*Certificate of Merger*"), together with any required related certificates, filings or recordings, with the Secretary of State of the State of Delaware, in such form as required by, and executed in accordance with, the relevant provisions of the DGCL. The Merger shall become effective upon the filing of the Certificate of Merger with the Secretary of State of the State of Delaware or at such later date and time as the Company and Parent may agree upon and as is set forth in such Certificate of Merger (such time, the "*Merger Effective Time*").

Section 3.04 *Closing.* Unless this Agreement shall have been terminated in accordance with *Section 10.01*, the closing of the Merger (the "*Closing*") shall occur as promptly as practicable (but in no event later than the third (3rd) Business Day) after all of the conditions set forth in *Article IX* (other than conditions which by their terms are required to be satisfied or waived at the Closing, but subject to the satisfaction or waiver of such conditions) shall have been satisfied or waived by the party entitled to the benefit of the same, or at such other time and on a date as agreed to by the parties (the "*Closing Date*"). The Closing shall take place at the offices of Dewey & LeBoeuf LLP, 1301 Avenue of the Americas, New York, New York 10019, or at such other place as agreed to by the parties hereto.

Section 3.05 *Directors and Officers of the Surviving Corporation*.

(a) From and after the Merger Effective Time, the directors of Purchaser immediately prior to the Merger Effective Time shall be the directors of the Surviving Corporation, and the officers of the Company immediately prior to the Merger Effective Time shall be the officers of the Surviving Corporation, in each case, until their respective successors are duly elected or appointed and qualified, or until the earlier of their death, resignation or removal.

(b) If requested by Parent prior to the Merger Effective Time, the Company shall use its commercially reasonable efforts to cause such directors of the Company and/or the Company Subsidiaries, as specified by Parent, to tender their resignations as directors, effective as of the Merger Effective Time and to deliver to Parent written evidence of such resignations at the Merger Effective Time.

ARTICLE IV
EFFECTS OF THE MERGER

Section 4.01 *Effects of the Merger on Company Securities*. At the Merger Effective Time, by virtue of the Merger and without any action on the part of the Company or the holders of any capital stock of the Company (other than any requisite adoption of this Agreement by the Company Stockholders in accordance with the DGCL):

(a) Each Company Common Share held in treasury and each Company Common Share that is owned by Parent or Purchaser immediately prior to the Merger Effective Time shall be cancelled and shall cease to exist, without any conversion thereof and no payment or distribution shall be made with respect thereto.

(b) Each Company Common Share issued and outstanding immediately prior to the Merger Effective Time (other than Company Dissenting Shares, Company Common Shares to be cancelled in accordance with *Section 4.01(a)* and the Company Common Shares held by N Holdings I, Inc., a subsidiary of Parent), shall be converted and exchanged automatically into the right to receive an amount in cash equal to the Offer Price (the "*Merger Consideration*"), payable to the holder thereof in accordance with *Section 4.03*. At the Merger Effective Time, all such Company Common Shares which have been converted into the right to receive the Merger Consideration shall no longer be outstanding and shall automatically be cancelled and shall cease to exist, and each holder of any such Company Common Share immediately prior to the Merger Effective Time shall cease to have any rights with respect thereto, except the right to receive the Merger Consideration, without interest. The Company Common Shares that are to be so converted into the right to receive the Merger Consideration are referred to herein as the "*Merger Shares*".

(c) The Company shall take all requisite action such that (i) in the case of each Company Stock Option (whether vested or unvested) having an exercise price per share that is less than the Merger Consideration, each

such Company Stock Option shall be cancelled, as of the Merger Effective Time, in exchange for the right to receive an amount in cash (without interest and less any applicable Taxes required to be withheld in accordance with *Section 4.05* with respect to such payment) determined by multiplying (x) the excess of the Merger Consideration over the applicable exercise price per share of such Company Stock Option by (y) the number of Company Common Shares subject to such Company Stock Option (the "*Option Consideration*"); and (ii) in the case of each Company Stock Option having an exercise price per share equal to or greater than the Merger Consideration, each such Company Stock Option shall be assumed by Parent as of the Merger Effective Time and, accordingly, will cease to represent a right to acquire Company Common Shares and shall be converted as of the Merger Effective Time into an option (a "*Converted Option*") to purchase shares of common stock of Parent ("*Parent Common Shares*"). The number of Parent Common Shares subject to each Converted Option shall be equal to the product of the number of Company Common Shares subject to such Company Stock Option multiplied by the Option Ratio (as defined below); *provided*, that any fractional shares of Company Common Shares resulting from such multiplication shall be rounded down to the nearest whole share. The exercise price per share of each Converted Option shall equal the quotient of the exercise price per share under the corresponding Company Stock Option divided by the Option Ratio; *provided*, that such exercise price shall be rounded up to the nearest whole cent. Each such Converted Option will otherwise have substantially the same terms and conditions (including vesting terms) as the corresponding Company Stock Option. Notwithstanding anything in this Agreement to the contrary, the conversion of options under this *Section 4.01(c)* shall be made in a manner that will comply with Section 409A of the Code, and, if applicable, Section 424(a) of the Code. For purposes hereof, "*Option Ratio*" shall mean the price of the last trade of the Company Common Shares immediately prior to the Closing divided by the price of the first trade of the Parent Common Shares immediately following the Closing. Following the Merger Effective Time, Parent shall take all corporate action necessary to reserve for issuance a sufficient number of Parent Common Shares for delivery upon exercise of the Converted Options in accordance with this *Section 4.01(c)*. As soon as practicable following the Merger Effective Time, Parent shall file with the SEC a registration statement on Form S-8 (or any successor form) or another appropriate form with respect to the Parent Common Shares subject to the Converted Options and shall use its commercially reasonable efforts to maintain the effectiveness of such registration statement on Form S-8 (and maintain current the status of the prospectus contained therein) for so long as the Converted Options remain outstanding. Payment of the Option Consideration shall be made as soon as practicable after the Merger Effective Time but in any event within three (3) Business Days following the Merger Effective Time.

Section 4.02 *Effects of the Merger on Purchaser Securities*. At the Merger Effective Time, by virtue of the Merger and without any action by Purchaser or Parent, as the holder of all outstanding capital stock of Purchaser (other than the requisite approval by Parent as the sole stockholder of Purchaser in accordance with the DGCL, which approval will be effected immediately following execution of this Agreement), each outstanding share of common stock, par value $0.01 per share, of Purchaser issued and outstanding immediately prior to the Merger Effective Time shall be converted into and become one fully paid and nonassessable share of common stock, par value $0.01 per share, of the Surviving Corporation.

Section 4.03 *Payment of Merger Consideration; Stock Transfer Books*.

(a) Prior to the Merger Effective Time, the Company shall appoint as paying agent a bank or trust company reasonably satisfactory to Parent (the "*Company Paying Agent*"). Prior to the Merger Effective Time, Parent shall deposit or cause the Surviving Corporation to deposit with the Company Paying Agent, for the benefit of the holders of Merger Shares and Company Stock Options, cash in an amount sufficient to pay the aggregate Merger Consideration required to be paid plus cash in an amount sufficient to pay holders of Company Stock Options in accordance with this Agreement (such cash being hereinafter referred to as the "*Surviving Corporation Fund*"). The Surviving Corporation Fund shall not be used for any other purpose.

(b) The Surviving Corporation Fund shall be invested by the Company Paying Agent in (i) direct obligations of the United States of America, (ii) obligations for which the full faith and credit of the United States of America is pledged to provide for payment of all principal and interest, (iii) commercial paper obligations receiving the highest rating from either Moody's Investor Services, Inc. or Standard & Poor's, a division of The

McGraw Hill Companies, or (iv) such other investments, or a combination of the foregoing, as directed by and for the benefit of Parent; *provided, however*, that no gain or loss thereon shall affect the amounts payable to the holders of Merger Shares or Company Stock Options following completion of the Merger pursuant to this *Article IV* and Parent shall take all actions necessary to ensure that the Surviving Corporation Fund includes at all times cash sufficient to satisfy Parent's obligation under this *Article IV*. Any and all interest and other income earned on the Surviving Corporation Fund shall promptly be paid to Parent.

(c) As promptly as practicable after the Merger Effective Time, but in no event more than three (3) Business Days following the Merger Effective Time, Parent and the Surviving Corporation shall cause the Company Paying Agent to mail to each person who was, as of immediately prior to the Merger Effective Time, a holder of record of the Merger Shares (i) a letter of transmittal (which shall be in customary form approved by the Company and shall specify that delivery shall be effected, and risk of loss and title to the certificates representing the Merger Shares (the "*Company Common Share Certificates*") or uncertificated Merger Shares represented by book entry ("*Uncertificated Shares*") shall pass, only upon proper delivery of the Company Common Share Certificates or transfer of the Uncertificated Shares to the Company Paying Agent) and (ii) instructions for effecting the surrender of the Company Common Share Certificates or transfer of the Uncertificated Shares in exchange for the Merger Consideration.

(d) Upon (i) surrender to the Company Paying Agent of Company Common Share Certificates for cancellation, together with such letter of transmittal, duly completed and validly executed in accordance with the instructions thereto, and such other documents as may be required pursuant to such instructions or (ii) compliance with the reasonable procedures established by the Company Paying Agent for delivery of Uncertificated Shares, the holder of such Company Common Share Certificates or Uncertificated Shares shall be entitled to receive in exchange therefor, in cash, the aggregate Merger Consideration in respect thereof, and the Company Common Share Certificates or Uncertificated Shares so surrendered shall forthwith be cancelled.

(e) In the event of a transfer of ownership of Merger Shares that is not registered in the transfer records of the Company, payment of the Merger Consideration in respect of the applicable Merger Shares may be made to a person other than the person in whose name the Company Common Share Certificates so surrendered or the Uncertificated Shares so transferred is registered if such Company Common Share Certificates shall be properly endorsed or otherwise be in proper form for transfer or such Uncertificated Shares shall be properly transferred and the person requesting such payment shall pay any transfer or other taxes required by reason of the payment of the Merger Consideration in respect thereof or establish to the reasonable satisfaction of the Surviving Corporation that such tax has been paid or is not applicable. Until surrendered or transferred, as the case may be, as contemplated by this *Section 4.03*, each Company Common Share Certificate or Uncertificated Share shall be deemed at all times after the Merger Effective Time to represent only the right to receive upon such surrender the Merger Consideration. No interest shall be paid or will accrue on any cash payable to holders of Company Common Share Certificates or Uncertificated Shares pursuant to the provisions of this *Article IV*.

(f) Any portion of the Surviving Corporation Fund that remains undistributed to the holders of Merger Shares for six (6) months after the Merger Effective Time shall be delivered to the Surviving Corporation, upon demand, and any holders of Merger Shares who have not theretofore complied with this *Article IV* shall thereafter look only to the Surviving Corporation for, and the Surviving Corporation shall remain liable for, payment of their claim for the Merger Consideration. Any portion of the Surviving Corporation Fund remaining unclaimed by holders of Merger Shares as of a date which is immediately prior to such time as such amounts would otherwise escheat to or become property of any Governmental Authority shall, to the extent permitted by applicable Law, become the property of the Surviving Corporation free and clear of any claims or interest of any person previously entitled thereto. None of Parent, the Company Paying Agent or the Surviving Corporation shall be liable to any holder of Merger Shares for any such shares (or dividends or distributions with respect thereto), or cash delivered to a public official pursuant to any abandoned property, escheat or similar Law.

(g) If any Company Common Share Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Company Common Share Certificate to be lost, stolen or

destroyed and, if required by the Surviving Corporation, the posting by such person of a bond, in such reasonable amount as the Surviving Corporation may direct, as indemnity against any claim that may be made against it with respect to such Company Common Share Certificate, the Company Paying Agent shall pay in respect of Merger Shares to which such lost, stolen or destroyed Company Common Share Certificate relate the Merger Consideration to which the holder thereof is entitled.

(h) At the Merger Effective Time, the stock transfer books of the Company shall be closed and there shall be no further registration of transfers of Merger Shares thereafter on the records of the Company. From and after the Merger Effective Time, the holders of Company Common Share Certificates or Uncertificated Shares shall cease to have any rights with respect to such shares, except as otherwise provided in this Agreement, the certificate of incorporation of the Surviving Corporation, or by applicable Law.

Section 4.04 *Company Dissenting Shares*. Notwithstanding anything in this Agreement to the contrary, Company Common Shares that are outstanding immediately prior to the Merger Effective Time and that are held by any Person who is entitled to demand, and who properly demands, appraisal of such Company Common Shares pursuant to, and who complies in all respects with, Section 262 of the DGCL (such Section, "*Section 262*" and, such Company Common Shares, "*Company Dissenting Shares*") shall not be converted into the right to receive the Merger Consideration as provided in *Section 4.01(b)*, but rather, the holders of Company Dissenting Shares shall be entitled only to payment of the fair value of such Company Dissenting Shares in accordance with Section 262 (and, at the Merger Effective Time, such Dissenting Shares shall no longer be outstanding and shall automatically be cancelled and shall cease to exist, and such holders shall cease to have any right with respect thereto, except the right to receive the fair value of such Dissenting Shares in accordance with Section 262); *provided*, that if any such holder shall fail to perfect or otherwise shall waive, withdraw or lose the right to appraisal under Section 262, then the right of such holder to be paid the fair value of such holder's Company Dissenting Shares shall cease and such Company Dissenting Shares shall be deemed to have been converted as of the Merger Effective Time into, and to have become exchangeable solely for, the right to receive the Merger Consideration (without interest thereon) as provided in *Section 4.01(b)*. The Company shall notify Parent as promptly as reasonably practicable of any demands received by the Company for appraisal of any Company Common Shares, and Parent shall have the right to participate in all negotiations and proceedings with respect to such demands. Prior to the Merger Effective Time, the Company shall not, without the prior written consent of Parent (which consent shall not be unreasonably withheld, delayed or conditioned), voluntarily make any payment with respect to, or settle or offer to settle, any such demands, or agree to do any of the foregoing. Any portion of the Merger Consideration made available to the Company Paying Agent pursuant to *Section 4.03(a)* to pay for Company Dissenting Shares shall be returned to Parent upon demand.

Section 4.05 *Withholding Rights*. The Company, the Surviving Corporation or the Company Paying Agent, as applicable, shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any holder of Company Common Shares or Company Stock Options such amounts as it is required to deduct and withhold with respect to the making of such payment under the Code or any provision of state, local or foreign Tax law. To the extent that amounts are so withheld or paid over to or deposited with the relevant Governmental Authority, including any taxing authority, such amounts shall be treated for all purposes of this Agreement as having been paid to the holder of the Company Common Shares and Company Stock Options in respect of which such deduction and withholding was made by the Company, the Surviving Corporation or the Company Paying Agent, as applicable.

Section 4.06 *Adjustments to Prevent Dilution*. In the event that, notwithstanding *Section 7.01(b)*, the Company changes (or establishes a record date for changing) the number of Company Common Shares issued and outstanding prior to the Merger Effective Time as a result of a stock split, stock dividend, recapitalization, subdivision, reclassification, combination, exchange of shares or similar transaction with respect to the outstanding Company Common Shares, at any time during the period from the date hereof to the Merger Effective Time then the Merger Consideration and Option Consideration shall be equitably adjusted to reflect such transaction.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the Company Disclosure Schedule or the Company SEC Reports (excluding disclosure contained in the "risk factors" section or constituting "forward-looking statements," in each case, to the extent such disclosure is cautionary, predictive or speculative in nature), the Company hereby represents and warrants to the Buyer Parties as of the date of this Agreement and as of the Closing Date as follows:

Section 5.01 *Organization and Qualification; Authority*.

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company (i) is duly qualified or licensed to do business as a foreign corporation and is, to the extent applicable, in good standing under the laws of any other jurisdiction (whether federal, state, local or foreign) in which the character of the properties owned, leased or operated by it therein or in which the transaction of its business makes such qualification or licensing necessary and (ii) has the requisite corporate power and authority to own, operate, lease and encumber its properties and carry on its business as now conducted, except where the failure to be so qualified, licensed or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) The copies of the Company Charter and Company Bylaws which are incorporated by reference as exhibits to the Company's Annual Report on Form 10-K for the year ended December 31, 2007 are complete and correct copies of such documents and contain all amendments thereto as in effect on the date of this Agreement. The Company Charter and Company Bylaws are in full force and effect and the Company is not in violation of any of their respective provisions. The Company has provided or made available to the Buyer Parties correct and complete copies of the minutes and, in the case of action by the Company Board or the committees thereof, written consents (or, in the case of minutes or written consents that have not yet been finalized, drafts thereof) of all meetings of Company Stockholders and meetings of or action by the Company Board and each committee thereof since January 1, 2007. Such minutes and written consents provided or made available to the Buyer Parties contain true, complete and correct records, in all material respects, of all meetings and other material corporate actions held or taken from January 1, 2007 through the date of this Agreement by the Company Stockholders, the Company Board and committees thereof.

Section 5.02 *Company Subsidiaries*.

(a) Each of the Company's subsidiaries (the "*Company Subsidiaries*"), together with the jurisdiction of organization of each such Company Subsidiary, is set forth on *Section 5.02(a)* of the Company Disclosure Schedule. Except as described in *Section 5.02(a)* of the Company Disclosure Schedule, the Company does not own or control, directly or indirectly, any membership interest, partnership interest, joint venture interest, other equity interest or any other capital stock of any Person, and there are no silent partnerships, sub-partnerships and/or similar rights with respect to the Company or any Company Subsidiary. Each material Company Subsidiary is a corporation, partnership, limited liability company, trust or other organization that is duly incorporated or organized, validly existing and, to the extent applicable, in good standing under the laws of the jurisdiction of its incorporation or organization. Each of the material Company Subsidiaries has the requisite corporate, limited partnership, limited liability company or similar power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted. Each of the Company Subsidiaries is duly qualified or licensed to do business and is in good standing in each jurisdiction (whether federal, state, local or foreign) where the character of the properties owned, leased or operated by it or the conduct or nature of its business makes such qualification or licensing necessary, except for jurisdictions in which the failure to be so qualified, licensed or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Except as set forth on *Section 5.02(b)* of the Company Disclosure Schedule, the Company is, directly or indirectly, the record and beneficial owner of all of the outstanding shares of capital stock or other equity interests of each of the Company Subsidiaries. All of such shares and other equity interests so owned by the

Company are validly issued, fully paid and nonassessable and are owned by it free and clear of any Liens or limitations on voting rights, and are free of preemptive rights. There are no subscriptions, options, warrants, calls, rights, convertible securities or other agreements or commitments of any character relating to the issuance, transfer, sales, delivery, voting or redemption (including any rights of conversion or exchange under any outstanding security or other instrument) for any of the capital stock or other equity interests of, or other ownership interests in, any Company Subsidiary. There are no agreements requiring the Company or any Company Subsidiary to make material contributions to the capital of, or lend or advance material funds to, any Company Subsidiary.

Section 5.03 *Capitalization*.

(a) The authorized capital stock of the Company consists of 400,000,000 Company Common Shares and 5,000,000 shares of preferred stock, par value $0.01 per share, of the Company ("*Company Preferred Shares*"). As of the close of business on May 13, 2008, (i) 152,383,712 Company Common Shares were issued and outstanding, including in each case the associated Preferred Share Purchase Rights (the "*Rights*") issued pursuant to the Rights Agreement dated as of January 11, 2008, between the Company and Computershare Trust Company, N.A., as Rights Agent (the "*Rights Agreement*") but excluding Company Common Shares held in treasury, and (ii) 1,510,328 Company Common Shares were held in the treasury of the Company. As of the close of business on May 13, 2008, 18,009,113 Company Common Shares were subject to outstanding Company Stock Options, and 7,597,798 Company Common Shares were reserved for future awards under the Incentive Plans (other than the Employee Stock Purchase Plan). As of the date of this Agreement, no Company Preferred Shares are issued and outstanding. All of the Company Common Shares have been duly authorized and validly issued, are fully paid and nonassessable and are free of preemptive rights. *Section 5.03(a)* of the Company Disclosure Schedule sets forth, as of the close of business on May 13, 2008, each outstanding Option, warrant or other right to subscribe for, purchase or acquire from the Company any capital stock of the Company or securities convertible into or exchangeable for capital stock of the Company, including the name of the holder thereof, the stock plan under which it was issued, the date of grant and exercise price thereof, and the vesting schedule thereof.

(b) Except as set forth in *Section 5.03(b)* of the Company Disclosure Schedule:

(i) there are no options, warrants, calls or other rights, agreements, arrangements, undertakings or commitments of any character relating to the issued or unissued capital stock of the Company or any Company Subsidiary or obligating the Company or any Company Subsidiary to issue, deliver or sell, or cause to be issued, delivered or sold, any shares of capital stock of or other voting securities or other equity interests in, the Company or any Company Subsidiary or obligating the Company or any Company Subsidiary to issue, grant, extend or enter into any such security, option, warrant, call, right, agreement, arrangement, undertaking or commitment;

(ii) there are no outstanding contractual obligations of the Company to repurchase, redeem or otherwise acquire any shares of capital stock of the Company;

(iii) except as set forth in the Company Charter, there are no agreements or understandings to which the Company or any Company Subsidiary is a party, or by which any of them is bound, with respect to the voting of any shares of capital stock of the Company or which restrict the transfer of any such shares, nor does the Company have knowledge of any third-party agreements or understandings with respect to the voting of any such shares or which restrict the transfer of any such shares;

(iv) there is no Voting Debt of the Company or any Company Subsidiary outstanding; and

(v) there are no outstanding or authorized stock appreciation rights, phantom stock awards or other rights that are linked in any way to the price of the Company Common Shares or the value of the Company or any part thereof.

(c) The Compensation Committee of the Company Board, consisting solely of independent directors, has taken all such actions as may be required to cause to be exempted under Rule 14d-10(d)(2) under the Exchange

Act, any and all employment compensation, severance and employee benefit agreements and arrangements that have been entered into or granted by the Company or any Company Subsidiary with or to current or future directors, officers, or employees of the Company and the Company Subsidiaries, to ensure that all such agreements and arrangements satisfy the safe harbor provisions of Rule 14d-10(d)(2) of the Exchange Act.

Section 5.04 *Authority; Validity and Effect of Agreements*. The Company has all requisite corporate power and authority to execute and deliver this Agreement and all other agreements and documents contemplated hereby to which it is a party, to perform its obligations hereunder and thereunder and to consummate the Transactions. Except for the approvals described in the following sentence, the execution, delivery and performance by the Company of this Agreement, the performance by the Company of its obligations hereunder and the consummation of the Transactions have been duly and validly authorized by all requisite corporate action on behalf of the Company, including by the Company Board. No other corporate proceedings on the part of the Company or any Company Subsidiary are necessary to authorize this Agreement or to consummate the Transactions, except, in the case of the Merger (to the extent required by the DGCL), for the adoption of this Agreement by the holders of a majority of the issued and outstanding Company Common Shares entitled to vote thereon (the "*Company Stockholder Approval*") and the filing of the Certificate of Merger pursuant to the DGCL. This Agreement has been duly and validly executed and delivered by the Company and, assuming the due authorization, execution and delivery by each of Parent and Purchaser, constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar laws of general applicability relating to or affecting creditors' rights or by general equity principles.

Section 5.05 *No Conflict; Required Filings and Consents*.

(a) The execution and delivery by the Company of this Agreement and the consummation by the Company of the Transactions do not and will not, and the compliance by the Company with its obligations hereunder and thereunder will not, (i) result in a violation or breach of or conflict with the Company Charter or Company Bylaws, (ii) subject to obtaining or making consents, approvals, authorizations and other actions described in subsection (b) of this *Section 5.05*, conflict with or violate any Law applicable to the Company or any Company Subsidiary or by which any property or asset of the Company or any Company Subsidiary is bound, (iii) result in any violation or breach of or conflict with any provisions of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any right of purchase, termination, amendment, acceleration or cancellation) under, or result in the loss of any benefit under, or result in the triggering of any payments pursuant to, any of the terms, conditions or provisions of any Company Material Contract to which the Company or any Company Subsidiary is a party or by which it or any of its respective properties or assets may be bound or (iv) result in the creation of a Lien, except for Permitted Liens, on any property or asset of the Company or any Company Subsidiary, except, with respect to clauses (ii), (iii) and (iv), for such triggering of payments, Liens, encumbrances, filings, notices, permits, authorizations, consents, approvals, violations, terminations, amendments, accelerations, cancellations, conflicts, breaches or defaults, which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) The execution, delivery and performance by the Company of this Agreement does not, and the consummation by the Company of the Transactions will not, require any consent, approval, authorization of, or filing with or notification to, any Governmental Authority by the Company, except (i) for (A) the filing with the SEC of (i) the Schedule 14D-9, (ii) the Proxy/Information Statement and compliance with other applicable requirements of the Exchange Act, (iii) the Offer Documents and (iv) such reports under Section 16 of the Exchange Act and the rules and regulations promulgated thereunder, as may be required in connection with this Agreement and the Transactions, (B) compliance with and filings pursuant to the Hart-Scott-Rodino Antitrust Improvement Act of 1976, as amended, and the rules and regulations promulgated thereunder (the "*HSR Act*"), (C) any filings required under the rules and regulations of the NASDAQ Global Select Market (the "*Nasdaq*"), (D) the filing of the Certificate of Merger pursuant to the DGCL, (E) the filing of any application and/or notice pursuant to foreign antitrust, competition or merger control Laws, including those of Germany, or (F) any

registration, filing or notification required pursuant to federal and state securities Laws, other than such other consents, approvals, filings, declarations or registrations that, if not obtained, made or given, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or prevent or materially impede, interfere with, hinder or delay the consummation of the Transactions.

Section 5.06 *Permits; Compliance with Laws*.

(a) The Company and Company Subsidiaries are in possession of all franchises, grants, authorizations, licenses, permits, consents, certificates, approvals and orders from any Governmental Authority, or required by Governmental Authorities to be obtained, necessary for them to lawfully own, lease and operate their properties or to lawfully carry on their business (collectively, the "*Permits*"), and the Company and the Company Subsidiaries are in compliance in all material respects with the terms of all Permits. All material Permits from U.S. Governmental Authorities, and, to the knowledge of the Company, all Permits from non-U.S. Governmental Authorities, are valid and in full force and effect, and, since January 1, 2007, neither the Company nor any Company Subsidiary has received from a U.S. Governmental Authority or, to the knowledge of the Company, from a non-U.S. Governmental Authority, written notice to the effect that such Governmental Authority was considering the amendment, termination, revocation or cancellation of any Permit. The consummation of the Merger, in and of itself, will not cause the revocation or cancellation of any Permit.

(b) Neither the Company nor any Company Subsidiary is in default or violation of any Laws or Permits applicable to the Company or any Company Subsidiary, or by which any property or asset of the Company or any Company Subsidiary is bound, except for any such violations which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Since January 1, 2007, neither the Company nor any Company Subsidiary has received written notice from a U.S. Governmental Authority or, to the knowledge of the Company, from a non-U.S. Governmental Authority, to the effect that such Governmental Authority claimed or alleged that the Company or any Company Subsidiary was not in compliance with all Laws applicable to the Company or any Company Subsidiary, any of their properties or other assets or any of their businesses or operations, other than, in the case of any written notice from a U.S. Governmental Authority, where the claimed or alleged noncompliance was immaterial. Notwithstanding anything contained in this *Section 5.06(b)*, no representation or warranty shall be deemed to be made in this *Section 5.06* in respect of the matters referenced in *Section 5.07* or *Section 5.12* or in respect of Tax or employee benefits matters.

Section 5.07 *SEC Filings; Financial Statements*.

(a) The Company has filed all forms, reports, schedules, registration statements, definitive proxy statements and other documents (including all exhibits) required to be filed by it with the United States Securities and Exchange Commission (the "*SEC*") during the period since January 1, 2005 (the "*Company SEC Reports*"). The Company SEC Reports filed on or prior to the date hereof (i) complied in all material respects with the requirements of the Securities Act, the Exchange Act and the Sarbanes-Oxley Act, as the case may be, and the respective rules and regulations of the SEC promulgated thereunder applicable to such Company SEC Reports and (ii) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. To the knowledge of the Company, there are no outstanding or unresolved comments received from the SEC staff with respect to the Company SEC Reports filed on or prior to the date hereof. To the knowledge of the Company, none of the Company SEC Reports filed on or prior to the date hereof is the subject of ongoing SEC review or investigation. None of the Company Subsidiaries is required to file any forms, reports or other documents with the SEC pursuant to Section 13 or 15 of the Exchange Act.

(b) Each of the consolidated balance sheets and the related consolidated statements of operations, consolidated statements of stockholders' equity and consolidated statements of cash flows (including, in each case, any related notes and schedules thereto) (collectively, the "*Company Financial Statements*") contained in the Company SEC Reports, each as amended prior to the date of this Agreement, complied in all material respects with GAAP applied on a consistent basis throughout the periods indicated (except as may be indicated in

the notes thereto) and each fairly presented, in all material respects, the consolidated financial position, results of operations and cash flows of the Company and its consolidated Company Subsidiaries as of the respective dates thereof and for the respective periods indicated therein, except as otherwise noted therein (subject, in the case of unaudited statements, to normal and recurring adjustments).

(c) Neither the Company nor any Company Subsidiary is a party to, or has any commitment to become a party to, any joint venture, off-balance sheet partnership or any similar contract (including any contract or arrangement relating to any transaction or relationship between or among the Company and any Company Subsidiary, on the one hand, and any unconsolidated Affiliate, including any structured finance, special purpose or limited purpose entity or Person, on the other hand or any "off-balance sheet arrangements" (as defined in Item 303(a) of Regulation S-K of the SEC), where the result, purpose or effect of such contract is to avoid disclosure of any material transaction involving, or material liabilities of, the Company or any Company Subsidiary in the Company's or the Company Subsidiaries' published financial statements or any Company SEC Reports.

(d) With respect to each annual report on Form 10-K, each quarterly report on Form 10-Q and each amendment of any such report included in the Company SEC Reports filed since January 1, 2005, the principal executive officer and principal financial officer of the Company (or each former principal executive officer and each former principal financial officer of the Company) have made all certifications required by the Sarbanes-Oxley Act of 2002 (the "*Sarbanes-Oxley Act*") and any related rules and regulations promulgated by the SEC and the statements contained in any such certifications are complete and correct in all material respects.

(e) The Company has established and maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) or 15d-15(e) promulgated by the SEC under the Exchange Act) sufficient to provide reasonable assurances regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. The Company's principal executive officer and its principal financial officer have disclosed, based on their most recent evaluation, to the Company's auditors and the Audit Committee of the Company Board (x) all significant deficiencies in the design or operation of internal controls which could adversely affect the Company's ability to record, process, summarize and report financial data and have disclosed, based on their most recent evaluation, to the Company's auditors any material weaknesses in internal controls and (y) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal controls. The management of the Company has completed its assessment of the effectiveness of the Company's internal control over financial reporting in compliance with the requirements of Section 404 of the Sarbanes-Oxley Act at December 31, 2007, and such assessment concluded that such controls were effective as of that date. To the knowledge of the Company, there are no facts or circumstances that would prevent its chief executive officer and chief financial officer from giving the certifications and attestations required pursuant to the rules and regulations adopted pursuant to Section 404 of the Sarbanes-Oxley Act, without qualification, when next due.

(f) To the knowledge of the Company, neither the Company nor any Company Subsidiary nor any director, officer, agent, employee or Affiliate of the Company or any Company Subsidiary is aware of any action, or any allegation of any action, or has taken any action, directly or indirectly, (i) that would constitute a violation in any material respect by such Persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder the ("*FCPA*"), including making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA, or (ii) that would constitute an offer to pay, a promise to pay or a payment of money or anything else of value, or an authorization of such offer, promise or payment, directly or indirectly, to any employee, agent or representative of another company or entity in the course of their business dealings with the Company or any Company Subsidiary, in order to induce such person to act against the interest of his or her employer or principal.

(g) The Company has disclosed to Parent all internal investigations and, to the knowledge of the Company, all external, governmental or other regulatory investigations, in each case, regarding any action or any allegation of any action described in subsection (f) of this *Section 5.07*.

Section 5.08 *Absence of Certain Changes or Events*. Since December 31, 2007, (a) the Company and the Company Subsidiaries have conducted their business in all material respects in the ordinary course of business consistent with past practice and (b) there has not been an event, occurrence, condition, change, occurrence, development, effect or circumstance which, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect.

Section 5.09 *Absence of Undisclosed Liabilities*. The Company and the Company Subsidiaries do not have any material liabilities required by GAAP to be reflected on a consolidated balance sheet of the Company or in the footnotes thereto, except for liabilities (a) reflected on or reserved against in the Company's consolidated balance sheet as of December 31, 2007 included in the Company SEC Reports, (b) incurred in the ordinary course of business consistent with past practice since December 31, 2007, (c) incurred pursuant to and in compliance with Section 7.01, and (d) set forth on *Section 5.09* of the Company Disclosure Schedule.

Section 5.10 *Absence of Litigation*. Except as set forth in Section 5.10 of the Company Disclosure Schedule, there is no material Action pending or, to the knowledge of the Company, threatened in writing against the Company or any of the Company Subsidiaries or any of its or their respective properties or assets. Neither the Company nor any of the Company Subsidiaries is subject to any material order, judgment, writ, injunction or decree or regulatory restriction of any Governmental Authority.

Section 5.11 *Employee Benefit Plans*.

(a) *Section 5.11(a)* of the Company Disclosure Schedule lists, as of the date of this Agreement, all employee benefit plans (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("*ERISA*")) and all bonus, stock option, stock purchase, restricted stock, incentive, deferred compensation, retiree medical or life insurance, supplemental retirement, severance or other benefit plans, programs or arrangements, and all material employment, change in control, termination, severance or other contracts or agreements (other than individual employment and option agreements) to which the Company or any Company Subsidiary is a party, with respect to which the Company or any Company Subsidiary has any obligation or which are maintained, contributed to or sponsored by the Company or any Company Subsidiary for the benefit of any current or former employee, officer, director or consultant of the Company or any Company Subsidiary, other than any such benefit plans, programs, arrangements, contracts or agreements maintained outside of the United States for the benefit of current or former employees, officers, directors or consultants of the Company or any Company Subsidiary (collectively, the "*Plans*"). The Company has made available to Parent copies, which are correct and complete in all material respects, of the following: (i) the Plans (including all amendments thereto), (ii) the annual report (Form 5500) filed with the Internal Revenue Service ("*IRS*") for the last two years, including attached schedules, (iii) the most recently received IRS determination letter, if any, relating to the Plans; (iv) the most recent summary plan description for such Plans (or other descriptions of such Plans provided to employees) and all material modifications thereto; and (v) any related trust agreement or other funding instrument for the Plans.

(b) Each Plan has been operated and administered in all respects in accordance with its terms and the requirements of all applicable Laws, including ERISA and the Code, except for such noncompliance that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each Plan that is intended to be qualified under Section 401(a) of the Code or Section 401(k) of the Code has received a favorable determination letter from the IRS, or is entitled to rely on a favorable opinion issued by the IRS, and to the knowledge of the Company no fact or event has occurred since the date of such determination letter or letters from the IRS to adversely affect the qualified status of any such Plan or the exempt status of any such trust that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. There are no

investigations by any Governmental Authority, termination proceedings or other claims or litigation (except routine claims for benefits payable under the Plans) against or involving any Plan or asserting any rights to or claims for benefits under any Plan other than any such investigations, proceedings or claims that have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. All contributions, premiums and benefit payments under or in connection with the Plans that are required to have been made as the date hereof in accordance with the terms of the Plans have been timely made. The Company has not engaged in a transaction with respect to any Plan that, assuming a taxable period of such transaction expired as of the date hereof, is reasonably likely to subject the Company to a tax or penalty imposed by either Section 4975 of the Code or Section 502(i) of ERISA in an amount which would be material. The Company has not incurred nor does it reasonably expect to incur a material tax or penalty imposed by Section 4980F of the Code or Section 502 of ERISA.

(c) Except as set forth in *Section 5.11(c)* of the Company Disclosure Schedule, neither the Company nor any Company Subsidiary sponsors or has sponsored any Plan that provides for any post-employment or post-retirement health or medical or life insurance benefits for retired, former or current employees of the Company or any Company Subsidiary, except as required by Section 4980B of the Code.

(d) To the extent that any Plans are subject to the requirements of Section 409A of the Code, they have been and are being operated in good faith compliance with such Section, the regulations thereunder, and IRS Notice 2005-1, each as modified and explained by other guidance issued by the Internal Revenue Service and, to the extent that any such Plans will apply to any period after the earlier to occur of the Merger Effective Time or December 31, 2008, they will, on or before the earlier to occur of such dates, be formally amended to comply with the requirements of such Section and the final Treasury regulations thereunder.

(e) Except as set forth in *Section 5.11(e)* of the Company Disclosure Schedule, no Plan or other arrangement, either individually or collectively, exists that, as a result of the execution of this Agreement and the consummation of the Transactions, whether alone or in connection with any subsequent event(s), could result in the acceleration of provision of any payment or benefit, or the vesting or funding (through a grantor trust or otherwise) of compensation or benefits under, increase the amount payable or result in any other material obligation pursuant to any of the Plans or other arrangement, or otherwise result in payments under any of the Plans or other arrangements which would not be deductible under Section 280G of the Code.

(f) There has been no amendment to, announcement by the Company relating to, or change in employee participation or coverage under, any Plan which would reasonably be expected to increase materially the expense of maintaining such plan above the level of the expense incurred therefore for the most recent fiscal year.

(g) Neither the Company nor any ERISA Affiliate sponsors or is obligated to contribute (on a contingent basis or otherwise) to any Plan (or United States based pension plan in the case of an ERISA Affiliate) that is subject to Title IV of ERISA or Section 412 or 4971 of the Code. For purposes of this *Section 5.11(g)*, an entity is an "*ERISA Affiliate*" of the Company if it is considered a single employer with the Company under 4001(b) of ERISA or part of the same controlled group as the Company for purposes of Section 302(d)(8)(C) of ERISA. The Company does not, currently or within the past six (6) years, maintain, contribute or have an obligation to contribute (on a contingent basis or otherwise) to a "multiemployer plan" within the meaning of Section 3(37) of ERISA or a "multiple employer welfare plan" within the meaning of Section 3(40) of ERISA.

(h) Other than works council mandated by the laws of foreign jurisdictions, the Company is not a party to any labor or collective bargaining agreement and no such agreement is currently being negotiated. The Company and the Company Subsidiaries have taken all actions as may be required in connection with any foreign labor notification requirements, if any. There are no (i) strikes, work stoppages, work slowdowns or lockouts pending or, to the knowledge of the Company, threatened against or involving the Company; (ii) unfair labor practice charges, material grievances or material complaints pending or, to the knowledge of the Company, threatened by or on behalf of any employee or group of employees of the Company; (iii) election, petition or proceeding by a labor

union or representative thereof to organize any employees of the Company or its Subsidiaries; or (iv) material grievance or arbitration demand against the Company or any of its Subsidiaries whether or not filed pursuant to a collective bargaining agreement.

(i) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect (i) with respect to their employment status with the Company, all individuals providing services to the Company have been properly classified, (ii) no person classified as an "independent contractor" or "consultant" of or with the Company has been improperly classified as such, rather than as an "employee" of the Company, and (iii) the Company is in compliance with all Laws respecting the employment of labor, including, but not limited to, wages and hours, fair employment practices, terms and conditions of employment, workers' compensation, occupational safety, plant closings, mass layoffs and the Immigration Reform and Control Act, as amended.

(j) The Company and the Company Subsidiaries have properly accrued on their books and records all material unpaid but accrued wages, salaries, vacation and other paid time-off. As of the Merger Effective Time, the Company will not have any outstanding loans or extensions of credit to any employees (or their family members or dependents), excluding, for this purpose, any loans outstanding to employees (or their beneficiaries) under the Company's 401(k) plan or advances for business travel.

(k) With respect to benefit plans, programs, arrangements, contracts or agreements maintained outside of the United States for the benefit of current or former employees, officers, directors or consultants of the Company or any Company Subsidiary other than plans, programs, arrangements, contracts or agreements providing benefits mandated by the laws of the applicable foreign jurisdiction (a "*Foreign Plan*"), other than would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect:

(i) all employer and employee contributions to each Foreign Plan required by law or by the terms of such Foreign Plan have been made, or, if applicable, accrued in accordance with normal accounting practices;

(ii) each Foreign Plan required to be registered has been registered and has been maintained in good standing with applicable authorities;

(iii) other than routine claims for benefits, no Foreign Plan, no administrator of any Foreign Plan, and no member of any body which administers a Foreign Plan, is subject to any pending action, investigation, examination, claim (including claims for income taxes, interest, penalties, fines or excise taxes) or any other proceeding initiated by any Person, and there exists no state of facts which could reasonably be expected to give rise to any such action, investigation, examination, claim or proceeding; and

subject to the requirements of applicable Laws, no provision of any Foreign Plan or of any agreement, and no act or omission of the Company in any way limits, impairs, modifies, or otherwise affects the right of the Company to unilaterally amend or terminate any Foreign Plan, and no commitments to improve or otherwise amend any Foreign Plan have been made.

Section 5.12 *Information Supplied*. None of the information supplied or to be supplied by the Company for inclusion or incorporation by reference in (a) the Offer Documents, (b) the Schedule 14D-9 or (c) the Proxy/Information Statement, as required, will, (i) in the case of the Offer Documents and the Schedule 14D-9, at the respective times the Offer Documents and the Schedule 14D-9 are filed with the SEC or first published, sent or given to the Company Stockholders, or (ii) in the case of the Proxy/Information Statement, at the time the Proxy/Information Statement is first mailed to the Company Stockholders or at the time of the Company Stockholders' Meeting, if called and held, contain any untrue statement of a material fact or omission of any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading, except that no representation or warranty is made by the Company with respect to statements made or incorporated by reference therein based on information supplied by Parent or Purchaser for inclusion or incorporation by reference therein.

Section 5.13 *Intellectual Property*.

(a) As used herein, "*Company Intellectual Property*" means all Intellectual Property owned or used by or on behalf of the Company or any Company Subsidiary. To the Company's knowledge, the Company or a Company Subsidiary is the sole and exclusive owner of all right, title and interest in and to, or has a valid license or right to use, all Company Intellectual Property. Company Intellectual Property owned by the Company or a Company Subsidiary ("*Owned Company Intellectual Property*") is free and clear of all Liens, except for Permitted Liens and, to the Company's knowledge, the license agreements appearing on *Section 5.13(a)(i)* of the Company Disclosure Schedule. To the Company's knowledge, in the case of Company Intellectual Property licensed to Company or any Company Subsidiary, such Company Intellectual Property is free and clear of all Liens, except for Permitted Liens. *Section 5.13(a)(ii)* of the Company Disclosure Schedule sets forth all material internet domain names included in the Owned Company Intellectual Property.

(b) All Owned Company Intellectual Property is, to the knowledge of the Company, valid and enforceable. Except as would not reasonably be expected to have a Material Adverse Effect, all necessary registration, maintenance, renewal, and other filing fees, documents and certificates have been timely paid or filed with the relevant Governmental Authorities for the purposes of obtaining, maintaining, perfecting or renewing the issued patents, registrations and applications for registration included in the Owned Company Intellectual Property in full force and effect.

(c) The Owned Company Intellectual Property and all Company Intellectual Property licensed to the Company or any Company Subsidiary includes all of the Intellectual Property necessary to enable the Company and the Company Subsidiaries to conduct their businesses as such businesses are currently being conducted. There are no pending or, to the knowledge of the Company, threatened Actions (i) by any person alleging infringement, misappropriation or other violation of any Intellectual Property rights by the Company or any Company Subsidiaries or challenging the Owned Company Intellectual Property or any Company Intellectual Property exclusively licensed to the Company or a Company Subsidiary (including the validity, enforceability, ownership, or use thereof) or (ii) by the Company or any Company Subsidiary against any person for infringement, misappropriation, or other violation of any Owned Company Intellectual Property or any Company Intellectual Property exclusively licensed to the Company or any Company Subsidiary. To the knowledge of the Company, there is no reasonable basis for any Actions described in *Section 5.13(c)(i)*.

(d) To the Company's knowledge, no open source or public library Software, including any version of any Software licensed pursuant to any GNU public license, was used in the development or modification of any Software owned by the Company or its Subsidiaries where, as a result of such use or modification of such open source or public library Software, the Company or any Company Subsidiary is obligated to make available to third persons other than its customers the source code for such Software that is incorporated into Company products.

(e) To the Company's knowledge, the material information technology systems of the Company and its Subsidiaries, including the relevant Software and hardware, are adequate for the business as presently conducted and are reasonably secure against intrusion.

(f) To the Company's knowledge, no funding or facilities of the government or any university, college, other educational institution or research center were used in the development of any Owned Company Intellectual Property.

(g) The Company and the Company Subsidiaries have established and maintained a commercially reasonable privacy policy and have been in compliance in all material respects with such policy.

(h) The Company and the Company Subsidiaries have taken adequate measures, consistent with reasonable practices in the industry in which the Company and the Subsidiaries operate to maintain all Trade Secrets

included in the Company Intellectual Property; and since 2003 have entered into valid written agreements with employees, consultants, and independent contractors who have contributed to, or been retained in connection with, the development of any Company Intellectual Property or Technology pursuant to which such employees, consultants, and independent contractors have assigned to the Company or one of the Company Subsidiaries all their right, title and interest in and to all Technology and Intellectual Property developed and agreed to hold all Trade Secrets of the Company and its Subsidiaries in confidence both during and after their employment or engagement, as applicable. To the Company's knowledge, such written agreements are not inconsistent with any current employee's, consultant's, or independent contractor's obligation to any prior employers or other entities, and no current employee, consultant or independent contractor is, as a result of or in the course of his/her employment or engagement by the Company or a Company Subsidiary, in default or breach of any agreement with any prior employers or other entities.

Section 5.14 *Taxes*. Except as set forth in *Section 5.14* of the Company Disclosure Schedule:

(a) all federal, state and other material Tax Returns required to be filed by or with respect to the Company or any of the Company Subsidiaries have been filed (except those under valid extension) and such tax returns are true, complete, and correct;

(b) all federal, state and other material Taxes due and payable by the Company or any of the Company Subsidiaries have been timely paid, or adequately provided for in accordance with GAAP on the Company's most recent consolidated financial statements;

(c) neither the Company nor any of the Company Subsidiaries has received written notice of any proceeding or audit against, or with respect to any material Taxes of, the Company or any of the Company Subsidiaries that has not been finally resolved;

(d) neither the Company nor any of the Company Subsidiaries has granted any extension or waiver of the limitation period applicable to any material income Tax Returns;

(e) there are no material liens for Taxes (other than Permitted Liens) upon any of the assets of the Company or any of the Company Subsidiaries;

(f) neither the Company nor any of the Company Subsidiaries is a party to or is bound by any Tax sharing, allocation, or indemnification agreement (other than such an agreement exclusively between or among the Company and the Company Subsidiaries);

(g) neither the Company nor any of the Company Subsidiaries (i) has been a member of a group filing a consolidated, combined or unitary Tax Return (other than a group the common parent of which was the Company) or (ii) has any material liability for the Taxes of any Person (other than the Company or any of the Company Subsidiaries) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign Law);

(h) neither the Company nor any Company Subsidiary has been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code;

(i) the Company and each Company Subsidiary has properly and timely withheld, collected and deposited all material Taxes that are required to be withheld, collected and deposited under applicable Law, in connection with amounts paid or owing to any employee, independent contractor, creditor or stockholder;

(j) no written notice or inquiry has been received by the Company from a Tax authority in a jurisdiction in which Tax Returns have not been filed by the Company or a Company Subsidiary to the effect that the filing of Tax Returns may be required;

(k) except as would not be binding on the Company or any Company Subsidiary from and following the Merger Effective Time, neither the Company nor any Company Subsidiary will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Merger Effective Time as a result of any (i) adjustment pursuant to Section 481(a) of the Code or any similar provision of state, local or foreign Law by reason of a change in accounting method occurring on or prior to the Merger Effective Time, (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign income Tax Law), or (iii) installment sale or open transaction occurring on or prior to the Merger Effective Time;

(l) neither the Company, in so far as any asset of the Company could be affected, nor any Company Subsidiary has participated in a transaction described in Treasury Regulations Section 1.6011-4(b)(2), (3) or (4); and

(m) except as would not be binding on the Company or any Company Subsidiary from and following the Merger Effective Time, the Company is not a party to or bound by any advance pricing agreement.

Section 5.15 *Environmental Matters*. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, there has been no Release or threatened Release of any Hazardous Substance at, on, under or from any real property owned or leased by the Company or the Company Subsidiaries.

Section 5.16 *Material Contracts*.

(a) Except as otherwise disclosed in the Company SEC Reports, to the knowledge of the Company, *Section 5.16* of the Company Disclosure Schedule contains a list of each contract to which the Company or a Company Subsidiary is a party that (i) purports to limit, curtail or restrict the right of the Company or any Company Subsidiary (A) to engage or compete in any line of business in any geographic area or with any Person, or which requires exclusive referrals of business or requires the Company or any Company Subsidiary to offer specified products or services to their customers on a priority or exclusive basis or (B) to compete with any person or operate in any location, (ii) is a standstill or similar agreement restricting the Company from acquiring the securities of, soliciting proxies respecting, or affecting the control, of any Person, (iii) by its terms, purports to bind or otherwise limit, in any material respect, any Affiliate of the Company (other than any individual or any Company Subsidiary) following the consummation of the Transactions, (iv) pursuant to which material indebtedness for borrowed money may be incurred or is guaranteed by the Company or any Company Subsidiary, (v)(A) requires the Company or any Company Subsidiary to indemnify any other Person in any material respect or (B) obligates the Company or any Company Subsidiary to make any earn-out payments of a material amount based on future performance of an acquired business or assets, (vi) contains a "most favored nation" right or provision (or any similar right or provision) in favor of any Person (other than the Company or any of the Company Subsidiaries) or (vii) except as described in the preceding clauses (i) through (vi), is material to the Company's business (such contracts and agreements, together with the "material contracts" (as such term is defined in Item 601(b)(10) of Regulation S-K promulgated under the Securities Act) filed as an exhibit to the Company SEC Reports, being collectively referred to herein as the "*Company Material Contracts*").

(b) Neither the Company nor any Company Subsidiary is and, to the knowledge of the Company, no other party is, in breach or violation of, or in default under, any Company Material Contract. As of the date of this Agreement, none of the Company or any Company Subsidiary has received any written notice of default, termination or cancellation under any Company Material Contract and no event has occurred which would result in a material breach or violation of, or a material default under, any Company Material Contract (in each case, with or without notice or lapse of time or both). Each Company Material Contract is valid, binding and enforceable, in all material respects, in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar laws of general applicability relating to or affecting creditors' rights or by general equity principles) and is in full force and effect, in all material respects, with respect to the Company or Company Subsidiaries, as applicable, and, to the knowledge of the Company, with respect to the other parties thereto.

Section 5.17 *Real Property*.

(a) Except as set forth on *Section 5.17(a)* of the Company Disclosure Schedule, neither the Company nor any Company Subsidiary owns any real property, nor has the Company or any Company Subsidiary ever owned any real property.

(b) *Section 5.17(b)* of the Company Disclosure Schedule sets forth a list of all real property located in the United States currently leased, subleased or licensed by or from the Company or any Company Subsidiary or otherwise used or occupied by the Company or any Company Subsidiary, the name of the lessor, licensor, sublessor, master lessor and/or lessee and the date and term of the Lease. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) the Company, or any Company Subsidiary, holds a valid leasehold interest in each Lease, (ii) all rents and additional rents due to date from the Company on each such lease have been paid, (iii) the Company has not received written notice that it is in material default thereunder, (iv) there exists no default by the Company under such lease, (v) no person has a right to occupy any of the premises subject to a Lease except for the Company or any Company Subsidiary, (vi) the Company is not obligated under or bound by any option, right of first refusal, purchase Contract, or other Contract to sell or otherwise dispose of any real property or any other interest in any real property and (vii) there are no pending, or to the knowledge of the Company, threatened condemnation or eminent domain actions or proceedings, or any special assessments or other activities of any public or quasi-public body that are reasonably likely to adversely affect the Company's rights pursuant to the Leases. The representations and warranties contained in this Section 5.17 with respect to real property located outside the United States and any Leases with respect to such real property are being made only to the extent of the Company's knowledge.

Section 5.18 *Interested Party Transactions*. Except as set forth in *Section 5.18* of the Company Disclosure Schedule or in the Company SEC Reports, as amended or supplemented prior to the date of this Agreement, there are no Company Material Contracts, transactions, indebtedness or other arrangement (including any direct or indirect ownership interest in any property or assets used in or necessary for use in the conduct of business by the Company), or any related series thereof, between the Company or any Company Subsidiary, on the one hand, and (a) any officer or director of the Company, (b) any record or beneficial owner of five percent (5%) or more of the voting securities of the Company or (c) any affiliate or family member of any such officer, director or record or beneficial owner, on the other hand, in each case, that would be required to be disclosed under Item 404 of Regulation S-K promulgated under the Securities Act.

Section 5.19 *Brokers*. No Person other than the Company Financial Advisor and Allen & Company LLC, the fees of which will be paid by the Company, is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Company or any Company Subsidiary.

Section 5.20 *Opinion of Financial Advisor*. The Company Board has received an opinion of the Company Financial Advisor, dated as of the date of this Agreement, to the effect that, as of such date, the consideration to be received by the Company Shareholders in the Offer and the Merger is fair, from a financial point of view, to such holders.

Section 5.21 *Amendment of Rights Plan*. The Company has taken all necessary actions to render the Rights Agreement inapplicable to this Agreement and the Transactions and to terminate the Rights Agreement immediately prior to the Merger Effective Time, including to provide that neither Parent nor any of its affiliates will become an Acquiring Person (defined in the Rights Agreement), that no Distribution Date or Stock Acquisition Date (each defined in the Rights Agreement) will occur, and that the Rights will not separate from the underlying Company Common Shares or give the holders thereof the right to acquire securities of any party hereto, in each case as a result of the execution, delivery or performance of this Agreement or the consummation of the Offer, the Merger or the other Transactions. Complete and correct copies of the resolutions referred to above have been delivered to Parent on or prior to the date hereof.

Section 5.22 *Anti-Takeover Provisions*. The Company Board has taken all necessary action so that no "fair price", "moratorium", "control share acquisition" or other state or federal anti-takeover statute or regulation (including Section 203 of the DGCL) is applicable to the Offer, the Merger or the other Transactions. The action of the Company Board in approving this Agreement and the Transactions is sufficient to render inapplicable to this Agreement and the Transactions the restrictions on "business combinations" (as defined in Section 203 of the DGCL) as set forth in Section 203 of the DGCL. Complete and correct copies of the resolutions referred to above have been delivered to Parent on or prior to the Effective Date.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF THE BUYER PARTIES

Parent and Purchaser hereby jointly and severally represent and warrant to the Company as of the date of this Agreement and as of the Closing Date as follows:

Section 6.01 *Organization*. Each of the Buyer Parties is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation. Each Buyer Party (a) is duly qualified or licensed to do business as a foreign corporation and is, to the extent applicable, in good standing under the laws of any other jurisdiction in which the character of the properties owned, leased or operated by it therein or in which the transaction of its business makes such qualification or licensing necessary and (b) has requisite corporate power and authority to own, operate, lease and encumber its properties and carry on its business as now conducted, except where the failure to be so qualified, licensed or in good standing or have such corporate power and authority would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect. Each Buyer Party has previously provided or made available to the Company copies of its certificate of incorporation, by-laws or similar organizational documents.

Section 6.02 *Ownership of Purchaser; No Prior Activities*. Purchaser was formed solely for the purpose of engaging in the Transactions and has not engaged in any business activities or conducted any operations other than in connection with the Transactions. All the issued and outstanding shares of capital stock of Purchaser are, and as of the Acceptance Time and the Merger Effective Time will be, owned of record and beneficially by Parent.

Section 6.03 *Authority; Validity and Effect of Agreements*. Each of the Buyer Parties has all requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the Transactions. Other than the adoption of this Agreement by Parent as Purchaser's sole stockholder (which will be effected immediately following execution of this Agreement), the execution, delivery and performance by each of the Buyer Parties of this Agreement and the consummation of the Transactions have been duly and validly authorized by all requisite corporate action on behalf of each of the Buyer Parties and no other corporate proceedings on the part of either of the Buyer Parties are necessary to authorize this Agreement or to consummate the Transactions. This Agreement has been duly and validly executed and delivered by the Buyer Parties and, assuming due authorization, execution and delivery by the Company, constitutes a legal, valid and binding obligation of each of the Buyer Parties enforceable against each of the Buyer Parties in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar Laws or by general equity principles.

Section 6.04 *No Conflict; Required Filings and Consents*.

(a) The execution and delivery of this Agreement by each of the Buyer Parties do not, and the performance of each of the Buyer Parties' obligations hereunder will not, (i) conflict with or violate the certificate of incorporation, bylaws or other organizational documents of either of the Buyer Parties, (ii) subject to obtaining or making the consents, approvals, orders, authorizations, registrations, declarations and filings described in subsection (b) of this *Section 6.04*, conflict with or violate any Law applicable to any of the Buyer Parties or any of their respective properties or assets, or (iii) result in the creation of a Lien on any property or asset of the Buyer Parties or any of their Subsidiaries, except, with respect to clauses (ii), (iii) and (iv), such

triggering of payments, Liens, encumbrances, filings, notices, permits, authorizations, consents, approvals, violations, terminations, amendments, accelerations, cancellations, conflicts, breaches or defaults which would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect.

(b) The execution and delivery of this Agreement by each of the Buyer Parties does not, and the performance of each of the Buyer Parties' obligations hereunder and thereunder will not, require any consent, approval, order, action by or in respect of, authorization or permit of, or filing or registration with, or declaration or notification to, any Governmental Authority, except (i) for (A) applicable requirements, if any, of the Exchange Act, (B) if applicable, the pre-merger notification requirements of the HSR Act, (C) if applicable, filings under the rules and regulations of the New York Stock Exchange, (D) the filing of the Certificate of Merger pursuant to the DGCL and (E) the filing of any application and/or notice pursuant to foreign antitrust, competition or merger control Laws, including those of Germany, or (ii) where the failure to obtain such consents, approvals, orders, authorizations, actions, registrations, declarations, permits, filings or notifications which, if not obtained or made, would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect.

Section 6.05 *Information Supplied*. None of the information supplied or to be supplied by Parent or Purchaser for inclusion or incorporation by reference in (a) the Offer Documents, (b) the Schedule 14D-9, or (c) the Proxy/Information Statement, as required, will, (i) in the case of the Offer Documents and the Schedule 14D-9, at the respective times the Offer Documents and the Schedule 14D-9 are filed with the SEC or first published, sent or given to the Company Stockholders, or (ii) in the case of the Proxy/Information Statement, at the time the Proxy/Information Statement is first mailed to the Company Stockholders or at the time of the Company Stockholders' Meeting, if called and held, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading, except that no representation or warranty is made by the Buyer Parties with respect to statements made or incorporated by reference therein based on information supplied by the Company for inclusion or incorporation by reference therein.

Section 6.06 *Absence of Litigation*. There is no Action pending or, to the knowledge of Parent, threatened in writing against Parent or any of its subsidiaries or any of its or their respective properties or assets, except as would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect. Neither Parent nor any of its subsidiaries is subject to any order, judgment, writ, injunction or decree, except as would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect.

Section 6.07 *Availability of Funds*. Parent's and Purchaser's obligations hereunder are not subject to any conditions regarding Parent's, Purchaser's or any other person's ability to obtain financing for the Offer or the consummation of the other Transactions. Parent has available and will have available through the expiration of the Offer and the Merger Effective Time, the funds necessary to accept for payment and pay for any Company Common Shares pursuant to the Offer and to consummate the other Transactions.

Section 6.08 *No Ownership of Company Capital Stock*. Neither Parent, Purchaser nor any of their respective Affiliates is or has been during the past three (3) years an "interested stockholder" of the Company as defined in Section 203 of the DGCL.

Section 6.09 *Other Agreements or Understandings*. Parent has disclosed to the Company all contracts, arrangements or understandings (and, with respect to those that are written, Parent has furnished to the Company correct and complete copies thereof) between or among Parent, Purchaser or any affiliate of Parent, on the one hand, and any member of the Company Board or management of the Company or any person that beneficially owns 5% or more of the shares or of the outstanding capital stock of the Company, on the other hand.

Section 6.10 *Brokers*. No Person is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Buyer Parties or any of their Affiliates.

Section 6.11 *No Additional Representations*.

(a) Each of the Buyer Parties acknowledges that it and its Representatives have received access to such books and records, facilities, equipment, contracts and other assets of the Company and the Company Subsidiaries which it and its Representatives have desired or requested to review, and that it and its Representatives have had full opportunity to meet with the management of the Company and the Company Subsidiaries and to discuss the business and assets of the Company and the Company Subsidiaries.

(b) Each of the Buyer Parties acknowledges that neither the Company nor any person has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding the Company furnished or made available to the Buyer Parties and each of their respective Representatives except as expressly set forth in *Article V* (which includes the Company Disclosure Schedule and the Company SEC Reports).

ARTICLE VII
CONDUCT OF BUSINESS PENDING THE MERGER

Section 7.01 *Conduct of Business by the Company Pending the Merger*. From the date hereof until such time as Parent's designees shall constitute a majority of the Company Board or the earlier termination of this Agreement in accordance with its terms, except as required or otherwise expressly permitted or contemplated by this Agreement, as may be required by applicable Law or as set forth in *Section 7.01* of the Company Disclosure Schedule and except with the prior written consent of Parent, which consent shall not be unreasonably withheld, delayed or conditioned, the Company shall, and shall cause each of the Company Subsidiaries to, conduct its business in the ordinary course and shall use its commercially reasonable efforts to (i) preserve intact the business organization of the Company and the Company Subsidiaries, (ii) preserve the current beneficial relationships of the Company and the Company Subsidiaries with any persons (including, but not limited to, suppliers, partners, contractors, distributors, customers, advertisers, licensors and licensees) with which the Company or any Company Subsidiary has material business relations, (iii) retain the services of the present officers and key employees of the Company and each Company Subsidiary, in each case, to the end that the goodwill and ongoing business of the Company and each Company Subsidiary will be unimpaired in any material respect at the Merger Effective Time, (iv) comply in all material respects with all applicable Laws and the requirements of all Company Material Contracts and (v) keep in full force and effect all material insurance policies maintained by the Company and the Company Subsidiaries, other than changes to such policies made in the ordinary course of business. Except as required, permitted or otherwise contemplated by this Agreement, as may be required by applicable Law or as set forth in *Section 7.01* of the Company Disclosure Schedule, neither the Company nor any Company Subsidiary shall, between the date of this Agreement and such time as Parent's designees shall constitute a majority of the Company Board or the earlier termination of this Agreement in accordance with its terms, do any of the following without the prior written consent of Parent, which consent shall not be unreasonably withheld, delayed or conditioned:

(a) amend or otherwise change any provision of the Company Charter or Company Bylaws, or similar organizational or governance documents;

(b) (i) authorize for issuance, issue, sell grant, dispose of, pledge or otherwise encumber or agree or commit to any of the foregoing in respect of any shares of any class of capital stock of the Company or any Company Subsidiary or any options, warrants, calls, commitments, convertible securities or other rights of any kind or any other agreements of any character to acquire any shares of such capital stock, or any other ownership interest, of the Company or any Company Subsidiary, other than (A) the issuance of Company Common Shares issuable pursuant to Company Stock Options outstanding on the date hereof, (B) the issuance of Company Common Shares under the Employee Stock Purchase Plan as provided in *Section 8.04(e)*, (C) the award of Company Stock Options to purchase no more than 150,000 Company Common Shares in the aggregate to newly hired employees

below the level of Vice President in the ordinary course of business consistent with past practice, and (D) the sale of Company Common Shares pursuant to the exercise of Company Stock Options if necessary to effectuate an optionee direction upon exercise or for withholding of Taxes, (ii) repurchase, redeem or otherwise acquire any securities or equity equivalents except in connection with the exercise of such Company Stock Options, (iii) declare, set aside or pay any dividends on, or make any other actual, constructive or deemed distributions (whether in cash, shares, property or otherwise) in respect of, any shares of the Company's capital stock or the shares of stock or other equity interests in any Company Subsidiary that is not directly or indirectly wholly owned by the Company or (iv) split, combine, subdivide, or reclassify any shares, stock or other equity interests of the Company or any Company Subsidiary or issue or authorize the issuance of any securities in respect of, in lieu of or in substitution for shares of such shares, stock or other equity interests;

(c) except for transactions among the Company and its wholly owned Subsidiaries or among the Company's wholly owned Subsidiaries, acquire or agree to acquire (by merger, consolidation, acquisition of equity interests or assets, or any other business combination) any corporation, partnership, limited liability company, joint venture or other business organization (or division thereof) or any property, for a purchase price exceeding One Million Dollars ($1,000,000) individually or Five Million Dollars ($5,000,000) in the aggregate;

(d) sell, lease, transfer, abandon or dispose of or encumber or enter into any agreement to take any such action in respect of any material assets, rights or securities of the Company and the Company Subsidiaries;

(e) incur any indebtedness for borrowed money or issue any debt securities or assume, guarantee or endorse, or otherwise as an accommodation become responsible for, the obligations of any person (other than a Company Subsidiary) for borrowed money or enter into any "keep well" or similar agreements or issue or sell any debt securities or options, warrants, calls or other rights to acquire any debt securities of the Company or any Company Subsidiary;

(f) except as required by applicable Law, materially amend or terminate any Company Material Contract or enter into any new contract or agreement that, if entered into prior to the date of this Agreement, would have been required to be listed in *Section 5.16* of the Company Disclosure Schedule as a Company Material Contract;

(g) except as required by applicable Law or by the terms of the Plans, (i) increase the compensation or benefits payable to its current or former directors, officers or employees, other than increases made to employees (other than officers at the level of Vice President and above) in the ordinary course of business and consistent with past practice; or (ii) grant any severance or termination pay to, or enter into any severance agreement with any director, officer or employee (other than such grants to officers below the level of Vice President in the ordinary course of business and consistent with past practice) and; (iii) establish, adopt, enter into or amend to materially increase benefits under any collective bargaining, bonus, profit sharing, thrift, compensation, stock option, restricted stock, pension, retirement, deferred compensation, employment, loan, retention, consulting, indemnification, termination, severance or other similar plan, agreement, trust, fund, policy or arrangement with any current or former director, officer or employee (other than with respect to agreements for new hires in the ordinary course of business); (iv) loan or advance any money or other property to any current or former director, officer or employee;

(h) except as required by Law or changes in GAAP which become effective after the date of this Agreement, in which case the Company shall notify Parent, materially change any of its accounting policies, methods, principles or practices, or change an annual accounting period or the fiscal year of the Company or any Company Subsidiary (whether for financial accounting or Tax purposes);

(i) pay, discharge, settle, satisfy or commence any material litigation, arbitrations, proceedings, claims, liabilities or obligations (absolute, accrued, asserted or unasserted, contingent or otherwise) other than any settlement, payment, discharge or satisfaction where the amounts paid or to be paid are (i) fully covered by insurance coverage maintained by the Company or (ii) in an amount less than One Million Dollars ($1,000,000) in the aggregate;

(j) make any material Tax election, file any material amended Tax Return or settle any material Action related to Taxes or any material audit;

(k) make or commit to make capital expenditures (or any obligation or liability) in excess of $One Million Dollars ($1,000,000) individually or Five Million Dollars ($5,000,000) in the aggregate;

(l) enter into any agreement, arrangement or commitment that materially limits or otherwise materially restricts the Company or any Company Subsidiary, or that would reasonably be expected to, after the Merger Effective Time, materially limit or restrict the Parent or any of its subsidiaries or any of their respective Affiliates or any successor thereto, from engaging or competing in any line of business in which it is currently engaged or in any geographic area material to the business or operations of Parent or any of its subsidiaries;

(m) enter into any material lease or sublease of real property (whether as lessor, sublessor, lessee or sublessee) or modify or amend in any material respect, or terminate or fail to exercise any right to renew, any material lease or sublease of real property;

(n) except as necessary in the ordinary course of business consistent with past practice, (i) sell, assign, license, convey, transfer, exchange, dispose of, encumber or permit to lapse any rights to (or agree to effect any of the foregoing) any material Company Intellectual Property, or disclose or agree to disclose to any person, other than representatives of Purchaser and Parent, any Trade Secrets or other confidential information, or (ii) abandon or fail to take any action required to prosecute or maintain any material Company Intellectual Property;

(o) (i) enter into any material contract, agreement or other arrangement that would be breached by, or require the consent of any third party in order to continue in full force following consummation, of the Transactions or (ii) enter into any material contract, agreement or other arrangement with any third party that (A) grants such third party any rights, (B) provides for any diminution of rights of the Company or the Company Subsidiaries or (C) can be terminated by such third party, in each case, upon a change in control of the Company;

(p) create or have any subsidiary of the Company, other than the Company Subsidiaries;

(q) make any investment (by contribution of capital, property transfers, purchase of securities or otherwise), other than pursuant to the Company's cash investment program in the ordinary course of business consistent with past practice or investments in an amount less than Five Hundred Thousand Dollars ($500,000) individually or Two Million Five Hundred Thousand Dollars ($2,500,000) in the aggregate in, or make any loan or advance (other than travel and similar advances to its employees in the ordinary course of business consistent with past practice) to any person of an amount in excess of Five Hundred Thousand Dollars ($500,000) individually or Two Million Five Hundred Thousand Dollars ($2,500,000) in the aggregate (other than a direct or indirect Company Subsidiary and subsidiaries set forth on *Schedule 7.01(q)* in the ordinary course of business);

(r) take any action (or omit to take any action) if such action (or omission) would or could reasonably be expected to result in any of the conditions to the obligations of Parent or Purchaser to consummate the Merger set forth in *Article IX* and the conditions to consummate the Offer in Annex I not being satisfied or materially delay such satisfaction;

(s) adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of the Company or any Company Subsidiary (other than the Merger);

(t) take any action in respect of the Rights Agreement or Section 203 of the DGCL, except as contemplated hereby in connection with a termination of this Agreement pursuant to *Section 10.01(h)*; or

(u) announce an intention, enter into any agreement or otherwise make a commitment, to do any of the foregoing.

Section 7.02 *Conduct of Business by Buyer Parties Pending the Merger*. The Buyer Parties agree that, between the date of this Agreement and the Merger Effective Time, except as required, permitted or otherwise contemplated by this Agreement, they shall use their commercially reasonable efforts to not take and cause to not be taken any action that (a) would reasonably be expected to materially delay or impair the consummation of the Transactions, or propose, announce an intention, enter into any agreement or otherwise make a commitment to take any such action, or (b) would cause any of the representations or warranties of the Buyer Parties contained herein to become inaccurate in any material respect or any of the covenants of the Buyer Parties to be breached in any material respect.

ARTICLE VIII
ADDITIONAL AGREEMENTS

Section 8.01 *Company Proxy/Information Statement; Other Filings; Stockholders' Meeting*.

(a) If approval of the Company Stockholders is required under the DGCL in order to consummate the Merger other than pursuant to Section 253 of the DGCL, as promptly as reasonably practicable following the later of the Acceptance Time or the expiration of any subsequent offering period provided in accordance with Rule 14d-11 promulgated under the Exchange Act, the Company shall prepare and, after consultation with Parent, file with the SEC the Proxy/Information Statement, and each of the Company and Parent shall, or shall cause their respective Affiliates to, prepare and, after consultation with each other, file with the SEC all Other Filings that are required to be filed by such party in connection with the transactions contemplated hereby. Parent and the Company shall cooperate with one another in connection with the preparation of the Proxy/Information Statement and shall furnish all information concerning such party as the other party may reasonably request in connection with the preparation of the Proxy/Information Statement. Parent and the Company shall each use its commercially reasonable efforts to have the Proxy/Information Statement cleared by the SEC as promptly as reasonably practicable after such filing. The Company will use commercially reasonable efforts to cause the Proxy/Information Statement to be mailed to the Company Stockholders as promptly as reasonably practicable after the Proxy/Information Statement is cleared by the SEC.

(b) Each of Parent and the Company shall as promptly as practicable notify the other of (i) the receipt of any comments from the SEC and all other written correspondence and oral communications with the SEC relating to the Proxy/Information Statement and (ii) any request by the SEC for any amendment or supplement to the Proxy/Information Statement or for additional information with respect thereto. All filings by the Company with the SEC in connection with the Transactions, including the Proxy/Information Statement and any amendment or supplement thereto, shall be subject to the reasonable prior review and comment of Parent (and, in respect to the Proxy/Information Statement, the prior approval of Parent), and all mailings to the Company Stockholders in connection with the Transactions shall be subject to the reasonable prior review and comment of Parent. All filings by Parent with the SEC in connection with the Transactions shall be subject to the reasonable prior review and comment of the Company.

(c) If at any time prior to the Merger Effective Time any information relating to the Company, Parent or Purchaser, or any of their respective Affiliates, directors or officers, is discovered by the Company, Parent or Purchaser, which should be set forth in an amendment or supplement to the Proxy/Information Statement or Other Filings, so that the Proxy/Information Statement or Other Filings would not include any misstatement of a material fact or omit any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the party which discovers such information shall promptly notify the other parties and an appropriate amendment or supplement describing such information shall be promptly filed with the SEC and, to the extent required by Law, disseminated to the Company Stockholders.

(d) If approval of the Company Stockholders is required under the DGCL in order to consummate the Merger other than pursuant to Section 253 of the DGCL, the Company, acting through the Company Board,

shall, in accordance with the Company Charter and Company Bylaws, promptly and duly call, give notice of, convene and hold as soon as reasonably practicable following the date upon which the Proxy/Information Statement is cleared by the SEC, a meeting of the Company Stockholders (the "*Company Stockholders' Meeting*"), or, if applicable, make arrangements for the Company Stockholders to act by written consent as soon as reasonably practicable, in each case, for the sole purpose of seeking the Company Stockholder Approval and shall include in the Proxy/Information Statement the Company Board Recommendation.

(e) Each of Parent and Purchaser shall vote (including, if applicable, by way of action by written consent) all Company Common Shares acquired in the Offer (or otherwise beneficially owned by it or any of its respective Subsidiaries as of the applicable record date) in favor of the adoption of this Agreement in accordance with the DGCL at the Company Stockholders' Meeting or otherwise. Parent shall vote all of the shares of capital stock of Purchaser beneficially owned by it in favor of the adoption of this Agreement in accordance with the DGCL.

(f) Notwithstanding anything to the contrary contained in this Agreement, (i) and without, in any way, limiting or reducing Parent's and Purchaser's obligation to cause the consummation of the Merger pursuant to this Agreement, Parent and Purchaser may request that the Company Board make arrangements to cause the action required to be taken at the Company Stockholders' Meeting under this *Section 8.01* for the adoption of this Agreement by the Company Stockholders to be taken by written consent without a meeting, and the Company Board shall make such arrangements, if and to the extent such action by written consent (A) is permitted under DGCL, the Company Charter and the Company Bylaws, in each case, then in effect and (B) would not impede, interfere with, hinder or delay the adoption of this Agreement by the Company Stockholders or the consummation of the Merger and (ii) in the event that Purchaser shall acquire at least ninety percent (90%) of the issued and outstanding Company Common Shares pursuant to the Offer or otherwise, each of Parent, Purchaser and the Company shall take all necessary and appropriate action to cause the Merger to become effective as soon as practicable after such acquisition, without a meeting of the Company Stockholders, in accordance with Section 253 of the DGCL.

Section 8.02 *Access to Information; Confidentiality*.

(a) Upon reasonable prior notice and subject to applicable Law, from the date hereof until the earlier to occur of the termination of this Agreement in accordance with *Section 10.01* and the Merger Effective Time, the Company shall, and shall cause the Company Subsidiaries and the officers, directors, employees, auditors and agents of the Company and the Company Subsidiaries to, afford Parent, following notice from Parent to the Company in accordance with this *Section 8.02*, reasonable access during normal business hours to the officers, employees, agents, properties, offices, plants and other facilities, books and records of the Company and the Company Subsidiaries, and all other financial, operating and other data and information as Parent may reasonably request. Notwithstanding the foregoing, the Company and the Company Subsidiaries shall not be obligated to disclose any information that, in the reasonable judgment of the Company, would result in the loss of attorney-client privilege with respect to such information. Parent shall schedule and coordinate all inspections with the Company and shall give the Company at least three (3) Business Days prior written notice thereof, setting forth the inspection or materials that Parent or its Representatives intend to conduct or review, as applicable. The Company shall be entitled to have Representatives present at all times during any such inspection. No investigation pursuant to this *Section 8.02* or information provided, made available or delivered to Parent or its Representatives pursuant to this *Section 8.02* shall affect any representations, warranties, conditions or rights of the parties hereto contained in this Agreement.

(b) Prior to the Closing, each of the Buyer Parties shall not, and shall cause their respective Representatives and Affiliates not to, contact or otherwise communicate with the employees (other than senior executives) of the Company and its Subsidiaries regarding the business of the Company, this Agreement and the transactions contemplated hereby without the prior written consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Prior to the Merger Effective Time, all information obtained by Parent pursuant to this *Section 8.02* shall be kept confidential in accordance with the confidentiality agreement, dated May 7, 2008, between Parent and the Company (the "*Confidentiality Agreement*").

Section 8.03 *Solicitation*.

(a) The Company shall, and shall use its commercially reasonable efforts to cause the Company Subsidiaries and the Company's and the Company Subsidiaries' respective directors, officers, employees, investment bankers, financial advisors, attorneys, accountants, agents and other representatives (collectively, "*Representatives*") to, immediately cease and terminate any discussions or negotiations with any Person conducted heretofore with respect to a Company Acquisition Proposal (as hereinafter defined), and use commercially reasonable efforts to obtain the return from all such Persons or cause the destruction of all copies of confidential information previously provided to such parties by the Company, the Company Subsidiaries or Representatives. From the date of this Agreement until the Acceptance Time or, if earlier, the termination of this Agreement in accordance with its terms, the Company shall not, nor shall it permit any of the Company Subsidiaries to, nor shall it authorize or permit any Representative to, directly or indirectly, (i) solicit, initiate, cause, or knowingly facilitate or encourage (including by way of furnishing information) the submission of, any Inquiry (as defined below) or Company Acquisition Proposal, (ii) approve or recommend any Company Acquisition Proposal, enter into any agreement, agreement-in-principle or letter of intent with respect to or accept any Company Acquisition Proposal (or resolve to or publicly propose to do any of the foregoing), or (iii) participate or engage in any discussions or negotiations regarding, or furnish to any Person any information with respect to any Company Acquisition Proposal; *provided*, *however*, in response to an unsolicited Company Acquisition Proposal or an inquiry relating to a potential Company Acquisition Proposal made or received after the date of this Agreement (an "*Inquiry*"), in each case, under circumstances not involving a breach of this Agreement, the Company may at any time prior to the Acceptance Time, (x) furnish confidential information with respect to the Company and the Company Subsidiaries to the person making such Inquiry or Company Acquisition Proposal and its Representatives, but only pursuant to an Acceptable Confidentiality Agreement (except that such confidentiality agreement shall contain additional provisions that expressly permit the Company to comply with the provisions of this *Section 8.03*) *provided* that (1) such confidentiality agreement may not include any provision calling for an exclusive right to negotiate with the Company and (2) the Company advises Parent of all such non-public information delivered to such Person concurrently with its delivery to such Person (or promptly thereafter) and concurrently with its delivery to such Person the Company delivers to Parent all such information not previously provided to Parent, and (y) conduct discussions and negotiate with such Person regarding such Inquiry or Company Acquisition Proposal, it being understood that such discussions and negotiations shall not be deemed to be a breach of *Section 8.03(a)(i)*. The Company shall ensure that its Representatives are aware of the provisions of this *Section 8.03(a)*.

(b) In addition to the other obligations of the Company set forth in this *Section 8.03*, the Company shall as promptly as reasonably practicable advise Parent, orally and in writing, and in no event later than forty-eight (48) hours after the event, (i) of the execution by the Company and a person who has made an Inquiry or Company Acquisition Proposal of any confidentiality agreement, (ii) of the commencement of substantive discussions or negotiations concerning the Company or the terms of a possible Company Acquisition Proposal between the Company and a person who has made an Inquiry or Company Acquisition Proposal or (iii) of the making of any Company Acquisition Proposal, and shall, in any such notice to Parent, indicate the identity of any person referenced in clauses (i) through (iii) above and the terms and conditions of any proposals or offers and the nature of the discussions or negotiations referenced in clause (ii) above (and shall include with such notice copies of any written materials received from or on behalf of such Person relating to such proposal), and thereafter shall as promptly as reasonably practicable keep Parent fully informed of all material developments affecting the status and terms of any such proposals (and the Company shall provide Parent with copies of any additional written materials received that relate to such proposals) and of the status of any such discussions or negotiations.

(c) Except as expressly permitted by this *Section 8.03(c)*, neither the Company Board nor any committee thereof shall (i) withdraw or modify, or propose publicly to withdraw or modify, in a manner adverse to Parent, the Company Board Recommendation or the approval or declaration of advisability by the Company Board of this Agreement and the Transactions (including the Offer and the Merger) or (ii) approve or recommend, or propose publicly to approve or recommend, any Company Acquisition Proposal (any action described in clause (i) or (ii) being referred to as an "*Adverse Recommendation Change"*). Notwithstanding the foregoing, at any time prior to the Acceptance Time, the Company Board may, in response to a Company Superior Proposal, withdraw or modify the Company Board Recommendation, or recommend a Company Superior Proposal, if the Company Board determines in good faith, after reviewing applicable provisions of state law and after consulting with its outside counsel and a financial advisor of nationally recognized reputation, that the failure to make such withdrawal, modification or recommendation would be inconsistent with the Company Board's fiduciary duties to the Company's stockholders under Delaware law.

(d) Nothing in this *Section 8.03* shall prohibit the Company Board from taking and disclosing to the Company's stockholders a position contemplated by Rule 14e-2(a), Rule 14d-9 or Item 1012(a) of Regulation M-A promulgated under the Exchange Act if such Board determines in good faith, after consultation with outside counsel, that failure to so disclose such position is likely to constitute a violation of applicable Law. In addition, nothing in this *Section 8.03* or elsewhere in this Agreement shall prohibit the Company from taking any action that any court of competent jurisdiction orders the Company to take.

Section 8.04 *Employee Benefits Matters*.

(a) For a period of one year following the Merger Effective Time (or such shorter period as provided in any applicable agreement), Parent shall provide, or shall cause to be provided, to each current employee of the Company and the Company Subsidiaries ("*Company Employees*") to the extent they remain employed during such period (i) compensation (including base salary or wages and incentive compensation opportunities), that, in the aggregate, is no less favorable than the compensation (including base salary or wages and incentive compensation opportunities) provided to Company Employees immediately before the Merger Effective Time and (ii) employee benefits that are no less favorable, in the aggregate, than the benefits provided to Company Employees immediately before the Merger Effective Time; provided, however, this obligation to provide comparable compensation opportunities and benefits shall not include any obligation to provide compensation and benefits similar to those provided under the Employee Stock Purchase Plan, defined benefit pension, deferred compensation and retiree welfare benefit plans.

(b) For purposes of eligibility and vesting (but not benefit accrual or retiree welfare benefits) under the employee benefit plans of Parent and its subsidiaries providing benefits to any Company Employees after the Merger Effective Time (the "*New Plans*"), each Company Employee shall, subject to applicable Law and applicable tax qualification requirements, be credited with his or her years of service with the Company and the Company Subsidiaries and their respective predecessors before the Merger Effective Time, to the same extent as such Company Employee was entitled, before the Merger Effective Time, to credit for such service under any similar Company employee benefit plan in which such Company Employee participated or was eligible to participate immediately prior to the Merger Effective Time; *provided*, that the foregoing shall not apply to the extent that its application would result in a duplication of benefits. In addition, and without limiting the generality of the foregoing, (i) each Company Employee shall be immediately eligible to participate, without any waiting time, in any and all New Plans to the extent coverage under such New Plan is comparable to the Plan in which such Company Employee participated immediately before the consummation of the Merger (such plans, collectively, the "*Old Plans*"), and (ii) (A) for purposes of each New Plan providing medical, dental, pharmaceutical or vision benefits to any Company Employee, Parent shall cause all pre-existing condition exclusions and actively-at-work requirements of such New Plan to be waived, to the extent permitted under the New Plans, for such Company Employee and his or her covered dependents, unless such conditions would not have been waived under Old Plan of the Company or Company Subsidiaries in which such Company Employee participated immediately prior to the Merger Effective Time and (B) Parent shall cause any eligible expenses

incurred by such employee and his or her covered dependents during the portion of the plan year of the Old Plan ending on the date such employee's participation in the corresponding New Plan begins to be taken into account under such New Plan, to the extent permitted under each New Plan, for purposes of satisfying all deductible, coinsurance and maximum out-of-pocket requirements applicable to such employee and his or her covered dependents for the applicable plan year as if such amounts had been paid in accordance with such New Plan.

(c) (i) With respect to annual bonus arrangements for Company Employees who are covered by the 2008 Annual Incentive Plan for Executive Employees (the "*Executive Plan*") for fiscal year 2008, the Company shall pay each eligible Company Employee 25% of his or her target annual bonus (determined as if all performance targets have been met) (the "*Pro-Rata Payments*") as soon as practicable following the Closing Date. Following the Closing Date, Parent agrees to continue the Executive Plan in accordance with its terms for the remainder of fiscal year 2008 and based on the budgeted financial targets previously established by the Compensation Committee of the Company for fiscal year 2008; provided, that, any amounts due under the Executive Plan for fiscal year 2008 shall be offset by the Pro-Rata Payments.

(ii) With respect to annual bonus arrangement for Company Employees who are covered by the 2008 Annual Incentive Plan for Non-Executive Employees (the "*Non-Executive Plan*") for fiscal year 2008, the Company shall pay each eligible Company Employee the Pro-Rata Payments as soon as practicable following the Closing Date. Following the Closing Date, Parent agrees to continue the Non-Executive Plan in accordance with its terms for the remainder of fiscal year 2008 and based on the budgeted financial targets previously established by the Incentive Committee of the Company for the remainder of fiscal year 2008 provided, that, any amounts due under the Non-Executive Plan for fiscal year 2008 shall be offset by the Pro-Rata Payments.

(iii) All annual bonus arrangements for Company Employees for fiscal year 2007 that have not been paid prior to the date hereof will be paid in accordance with their terms. The bonus plans for fiscal years 2007 and 2008 (including the Pro-Rata Payments) shall be calculated without taking into account any expenses or costs associated with or arising as a result of the Transactions (including any expenses or costs related to actions undertaken in anticipation of the Transactions) or any non-recurring charges that would not reasonably be expected to have been incurred had the Transactions not been anticipated or occurred.

(d) Parent and the Company acknowledge and agree that it is their intention to develop mutually acceptable retention arrangements designed to ensure the continued services of key employees of the Company.

(e) As soon as practicable following the date of this Agreement, the Board of Directors of the Company shall adopt such resolutions or take such other actions as may be required to provide that with respect to the Employee Stock Purchase Plan, (i) participants may not increase their payroll deductions or purchase elections from those in effect on the date of this Agreement; (ii) no purchase period shall be commenced after the date of this Agreement; (iii) each participant's outstanding right to purchase Company Common Shares under the Employee Stock Purchase Plan shall be suspended immediately following the end of the purchase period in effect on the date of this Agreement or if earlier, each participant's outstanding right to purchase Company Common Shares under the Employee Stock Purchase Plan shall terminate on the day immediately prior to the day on which the Effective Time occurs; provided that, in either case, all amounts allocated to each participant's account under the Employee Stock Purchase Plan as of such date shall thereupon be used to purchase from the Company whole shares of Company Common Shares at the applicable price for the then outstanding purchase period; and (iv) the Employee Stock Purchase Plan shall terminate immediately prior to the Effective Time.

(f) Notwithstanding the foregoing, nothing contained herein shall (i) be treated as an amendment of any particular Plan, (ii) give any third party any right to enforce the provisions of this *Section 8.04* or (iii) require Parent or any of its Affiliates to (A) maintain any particular Plan or (B) retain the employment of any particular employee.

Section 8.05 *Section 16 Matters*. Prior to the Merger Effective Time, the Company Board, or an appropriate committee of non-employee directors thereof, shall adopt a resolution consistent with the interpretive guidance of

the SEC so that the disposition by any officer or director of the Company who is a covered person of the Company for purposes of Section 16 of the Exchange Act ("*Section 16*") of Company Common Shares or Company Stock Options (or Company Common Shares acquired upon the vesting of any Company Stock Options) pursuant to this Agreement shall be an exempt transaction for purposes of Section 16.

Section 8.06 *Directors' and Officers' Indemnification and Insurance of the Surviving Corporation*.

(a) Parent and Purchaser agree that all rights to indemnification by the Company now existing in favor of each person who is now, or has been at any time prior to the date hereof or who becomes prior to the Merger Effective Time an officer or director of the Company or any Company Subsidiary (each an "*Indemnified Party*") as provided in the Company Charter or Company Bylaws, in each case as in effect on the date of this Agreement, or pursuant to any other agreements in effect on the date hereof, including provisions relating to the advancement of expenses incurred in the defense of any action or suit or as permitted under applicable Law, shall survive the Merger and shall remain in full force and effect for a period of not less than six (6) years after the Merger Effective Time and shall cause the Surviving Corporation to maintain such rights.

(b) Parent shall cause the individuals serving as officers and directors of the Company immediately prior to the Merger Effective Time who are then covered by the directors' and officers' liability insurance policy currently maintained by the Company (a correct and complete copy of which has been delivered to Parent) (the "*D&O Insurance*"), to be covered for a period of not less than six (6) years after the Merger Effective Time, but only to the extent related to actions or omissions of such officers and directors prior to the Merger Effective Time in their capacities as such; *provided* that (i) Parent may, or may cause the Surviving Corporation to substitute therefor policies of at least the same coverage and amounts containing terms no less advantageous in any material respect to such former directors or officers and (ii) such substitution shall not result in gaps or lapses of coverage with respect to matters occurring prior to the Merger Effective Time; *provided*, *further*, that in no event shall Parent or the Surviving Corporation be required to expend more than an amount per year equal to 300% of current annual premiums paid by the Company for such insurance (the "*Maximum Amount*") to maintain or procure insurance coverage pursuant hereto; *provided*, *further*, that if the amount of the annual premiums necessary to maintain or procure such insurance coverage exceeds the Maximum Amount, Parent and the Surviving Corporation shall procure and maintain for such six (6) year period as much coverage as reasonably practicable for the Maximum Amount. Parent shall have the right to cause coverage to be extended under the D&O Insurance by obtaining a six (6) year "tail" policy on terms and conditions no less advantageous than the D&O Insurance, and such "tail" policy shall satisfy the provisions of this *Section 8.06(b)*. The Indemnified Parties may be required to make reasonable application and provide reasonable and customary representations and warranties to applicable insurance carriers for the purpose of obtaining such insurance.

(c) The obligations of Parent and the Surviving Corporation under this *Section 8.06* shall survive the consummation of the Merger and shall not be terminated or modified in such a manner as to adversely affect any Indemnified Party to whom this *Section 8.06* applies without the consent of such affected Indemnified Party (it being expressly agreed that the Indemnified Parties to whom this *Section 8.06* applies shall be third party beneficiaries of this *Section 8.06*, each of whom may enforce the provisions of this *Section 8.06*).

(d) If Parent or the Surviving Corporation or any of their respective successors or assigns (i) consolidates with or merges into any other person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any person, then, and in each such case, proper provision shall be made so that the successors and assigns of Parent or the surviving corporation, as the case may be, shall assume the obligations set forth in this *Section 8.06*.

(e) Parent shall cause the Surviving Corporation to perform all of the obligations of the Surviving Corporation under this *Section 8.06* and the parties acknowledge and agree that Parent guarantees the payment and performance of the Surviving Corporation's obligations pursuant to this *Section 8.06.*

Section 8.07 *Further Action; Commercially Reasonable Efforts*. Subject to the terms and conditions herein provided, as promptly as practicable, the Company, Parent and Purchaser shall (a) make all appropriate filings

and submissions under the HSR Act, with the NASD and with any other Governmental Authority pursuant to applicable foreign antitrust, competition or merger control Laws or otherwise, (b) use commercially reasonable efforts to obtain as promptly as practicable the termination of any waiting period under the HSR Act and any applicable foreign antitrust, competition or merger control Laws, (c) cooperate and consult with each other in (i) determining which filings are required to be made prior to the Acceptance Time and the Merger Effective Time with, and which material consents, approvals, permits, notices or authorizations are required to be obtained prior to the Acceptance Time and the Merger Effective Time from, Governmental Authorities in connection with the execution and delivery of this Agreement and related agreements and consummation of the transactions contemplated hereby and thereby and (ii) timely making all such filings and timely seeking all such consents, approvals, permits, notices or authorizations, and (d) use commercially reasonable efforts to take, or cause to be taken, all other actions and do, or cause to be done, all other things necessary or appropriate to consummate the Transactions as soon as practicable. In connection with the foregoing, the Company, on one hand, will provide Parent, and Parent, on the other hand, will provide the Company, with copies of material correspondence, filings or communications (or oral summaries or memoranda setting forth the substance thereof) between such party or any of its Representatives, on the one hand, and any Governmental Authority or members of their respective staffs, on the other hand, with respect to this Agreement and the Transactions. Without limiting any of the Company's obligations contained in this *Section 8.07*, Parent and Purchaser shall coordinate, and assume primary responsibility for managing, any required continuance of membership or other application, notice filing or other required submission with the NASD or any other self-regulatory agency. Notwithstanding anything to the contrary in this Agreement, neither Parent nor Purchaser shall be required to (and none of the Company or the Company Subsidiaries shall, without the prior written consent of Parent), in connection with the matters covered by this *Section 8.07*, (i) pay any amounts (other than the payment of filing fees and expenses and fees of counsel), or grant any counterparty to any contract, agreement or other arrangement any material accommodation, (ii) commence or defend any litigation, (iii) hold separate (including by trust or otherwise) or divest any of its businesses, product lines or assets or (iv) agree to any limitation on the operation or conduct of its businesses, unless the adverse consequences of the applicable actions described in clauses (i) through (iv), whether to be suffered by Parent, Purchaser or the Company, would be immaterial in relation to the Company and the Company Subsidiaries, taken as a whole.

Section 8.08 *State Takeover Laws*. If any "fair price," "business combination" or "control share acquisition" statute or other similar statute or regulation is or may become applicable to any transaction contemplated by this Agreement, (a) the parties shall use commercially reasonable efforts to take such actions as are reasonably necessary so that the transactions contemplated hereunder may be consummated as promptly as practicable on the terms contemplated hereby and (b) the Company Board shall take all actions necessary to render such statutes inapplicable to any transaction contemplated by this Agreement.

Section 8.09 *Public Announcements.* The parties hereto agree that no public release or announcement concerning the Transactions shall be issued by a party without the prior consent of the other parties (which consent shall not be unreasonably withheld, delayed or conditioned), except as such release or announcement may be required by Law or the rules or regulations of any securities exchange, in which case the party required to make the release or announcement shall use its commercially reasonable efforts to allow the other parties reasonable time to comment on such release or announcement in advance of such issuance. The parties have agreed upon the form of a joint press release announcing the Transactions and the execution of this Agreement.

Section 8.10 *Notification of Certain Matters*. The Company shall give prompt notice to Parent and Purchaser and Parent and Purchaser shall give notice to the Company, in each case, as promptly as reasonable practicable, of (i) any written notice or other communication received from any person alleging that the consent of such person is required in connection with the Transactions, (ii) any notice from any Governmental Authority in connection with the Transactions, or (iii) any actions, suits, claims, investigations or proceedings commenced or, to such party's knowledge, threatened against, relating to or involving or otherwise affecting such party or any of its subsidiaries which relate to the Transactions. Notwithstanding anything contained in this Agreement to the contrary, (x) the delivery of any notice pursuant to this *Section 8.10* shall not limit or otherwise affect the

remedies available hereunder to the Party receiving such notice and (y) the failure to comply with the notice requirement of this *Section 8.10* shall not constitute a failure of the condition to the Offer set forth in paragraph (b) of Annex I to be satisfied unless the underlying event itself would independently result in the failure of such condition to be satisfied.

ARTICLE IX
CONDITIONS TO THE MERGER

Section 9.01 *Conditions to the Obligations of Each Party*. The obligations of the Company, Parent and Purchaser to consummate the Merger are subject to the satisfaction or waiver in writing (where permissible) at or prior to the Merger Effective Time of the following conditions:

(a) if the adoption of this Agreement by the Company Stockholders is required by the DGCL, the Company Stockholder Approval shall have been obtained by the Company; *provided*, that the Buyer Parties and their respective Subsidiaries shall have voted all of their Company Common Shares in favor of adopting this Agreement;

(b) Purchaser shall have accepted for payment and paid for all of the Company Common Shares validly tendered and not withdrawn pursuant to the Offer; and

(c) no Governmental Authority shall have enacted, issued, promulgated, enforced or entered any injunction, order, decree or ruling (whether temporary, preliminary or permanent) which is then in effect and has the effect of making consummation of the Merger illegal or prohibiting consummation of the Merger.

Section 9.02 *Conditions to the Obligations of the Company*. The obligation of the Company to consummate the Merger is subject to the satisfaction or waiver by the Company in writing (where permissible) of the condition that Parent has complied in all respects with its obligations pursuant to *Section 4.03(a)* at or prior to the Merger Effective Time.

Section 9.03 *Frustration of Conditions*. None of the Company or the Buyer Parties may rely on the failure of any condition set forth in *Section 9.01* to be satisfied if such failure was caused by such party's failure to act in good faith or to use its commercially reasonable efforts to consummate the Transactions, as required by and subject to *Section* 8.07.

ARTICLE X
TERMINATION, AMENDMENT AND WAIVER

Section 10.01 *Termination*. This Agreement may be terminated and the Transactions may be abandoned at any time prior to the Merger Effective Time, whether before or after obtaining the Company Stockholder Approval, as follows (the date of any such termination, the "*Termination Date*"):

(a) by mutual written consent of Parent and the Company at any time prior to the Acceptance Time;

(b) by either Parent or the Company if (i) the Acceptance Time shall not have occurred on or before September 15, 2008 (the "*Outside Date*") or (ii) the Offer is terminated or withdrawn pursuant to its terms and the terms of this Agreement without any Company Common Shares being purchased thereunder; *provided*, *however*, that the right to terminate this Agreement under this *Section 10.01(b)* shall not be available to a party whose failure to fulfill any obligation under this Agreement materially contributed to the failure of the Acceptance Time to occur on or before such date or the termination or withdrawal of the Offer;

(c) by either Parent or the Company if any Governmental Authority shall have enacted, issued, promulgated, enforced or entered any injunction, order, decree or ruling or taken any other action (including the failure to have

taken an action) which, in either such case, has become final and non-appealable and has the effect of making the acceptance for payment of Company Common Shares pursuant to the Offer or the consummation of the Merger illegal or otherwise preventing or prohibiting consummation of the Offer or the Merger ("*Governmental Order*"); *provided*, *however*, that the terms of this *Section 10.01(c)* shall not be available to any party unless such party shall have used its commercially reasonable efforts to oppose any such Governmental Order or to have such Governmental Order vacated or made inapplicable to the Offer and the Merger;

(d) by Parent if prior to the Acceptance Time there shall have been a breach or inaccuracy of any representation, warranty, covenant or agreement on the part of the Company contained in this Agreement, which breach or inaccuracy would (i) give rise to the failure of a condition set forth in sections (a) or (b) of *Annex I* and (ii) is not cured or is not capable of being cured by the Outside Date; *provided*, that neither Parent nor Purchaser is then in material breach of any representation, warranty or covenant under this Agreement;

(e) by Parent, if due to a circumstance or occurrence that if occurring after the commencement of the Offer would make it impossible to satisfy one or more of the conditions set forth in Annex I hereto, Purchaser shall have failed to commence the Offer as set forth in *Section 2.01* of this Agreement;

(f) by the Company, if prior to the Acceptance Time there shall have been a breach or inaccuracy of any representation, warranty, covenant or agreement on the part of Parent or Purchaser contained in this Agreement, which breach or inaccuracy (i) would reasonably be expected to prevent Parent or Purchaser from accepting for payment or paying for Company Common Shares pursuant to the Offer or consummating the Merger in accordance with the terms hereof and (ii) is not cured or is not capable of being cured by the Outside Date; *provided*, that the Company is not then in material breach of any representation, warranty or covenant under this Agreement;

(g) by Parent, if an Adverse Recommendation Change shall have occurred; or

(h) by the Company, if prior to the Acceptance Time, (i) the Company is in compliance with its obligations under *Section 8.03* in all material respects, (ii) the Company Board has received a Company Acquisition Proposal that it has determined in good faith, after consultation with its financial advisor, constitutes a Company Superior Proposal, (iii) the Company has notified Parent in writing that it intends to enter into a definitive agreement implementing such Company Superior Proposal, attaching the most current version of such agreement (including any amendments, supplements or modifications) to such notice (a "*Superior Proposal Notice*"), (iv) during the three (3) business day period commencing upon the Company's delivery to Parent of its Superior Proposal Notice, (A) the Company shall have offered to negotiate with (and, if accepted, negotiate in good faith with), Parent in making adjustments to the terms and conditions of this Agreement and (B) the Company Board shall have determined in good faith, after the end of such three (3) business day period, and after considering the results of such negotiations and the revised proposals made by Parent, if any, that the Company Superior Proposal giving rise to such notice continues to be a Company Superior Proposal; *provided* that any amendment, supplement or modification to the financial terms or other material terms of any Company Acquisition Proposal shall be deemed a new Company Acquisition Proposal and the Company may not terminate this Agreement pursuant to this *Section 10.01(h)* unless the Company has complied with the requirements of this *Section 10.01(h)* with respect to such new Company Acquisition Proposal, including sending a Superior Proposal Notice with respect to such new Company Acquisition Proposal and offering to negotiate for a three (3) business day period from such new Superior Proposal Notice; (v) the Company prior to, or concurrently with, such termination pays to Parent in immediately available funds the fee required to be paid pursuant to *Section 10.03(b)(i)* and (vi) the Company Board concurrently approves, and the Company concurrently enters into, a definitive agreement providing for the implementation of such Company Superior Proposal.

Section 10.02 *Effect of Termination*. In the event of the termination of this Agreement pursuant to *Section 10.01*, this Agreement shall forthwith become void, and there shall be no liability under this Agreement on the part of any party hereto except that the provisions of *Section 1.01(c)*, *Section 8.02(c)*, this *Section 10.02*,

Section 10.03 and *Article XI* shall survive any such termination; *provided*, *however*, that nothing herein shall relieve any party hereto from liability for any breach of any of its representations, warranties, covenants or agreements set forth in this Agreement prior to such termination.

Section 10.03 *Fees and Expenses*.

(a) Except as otherwise set forth in this *Section 10.03*, all expenses incurred in connection with this Agreement shall be paid by the party incurring such expenses, whether or not the Offer or the Merger is consummated.

(b) In the event this Agreement shall be terminated:

(i) by (A) the Company pursuant to *Section 10.01(h)*, (B) by Parent pursuant to *Section 10.01(g)* or (C) by the Company or Parent pursuant to *Section 10.01(b)* following any time at which (1) Parent was entitled to terminate this Agreement pursuant to *Section 10.01(g)* due to an Adverse Recommendation Change and (2) the Company Board has not reaffirmed the Company Board Recommendation subsequent to such Adverse Recommendation Change by publicly announcing such reaffirmation no later than three (3) business days prior to the scheduled expiration date first following such Adverse Recommendation Change, the Company shall pay to Parent the Termination Fee; or

(ii) (A) by Parent or the Company pursuant to *Section 10.01(b)* or by Parent pursuant to *Section 10.01(d)*, (B) at or prior to the date of termination, a Company Acquisition Proposal shall have been made known to the Company or shall have been made directly to its stockholders generally or any Person shall have publicly announced an intention to make a Company Acquisition Proposal (whether or not any such Company Acquisition Proposal or announced intention is conditional or withdrawn) and (C) concurrently with such termination or within twelve (12) months following such termination, the Company enters into a definitive agreement to consummate or consummates a transaction contemplated by any Company Acquisition Proposal, then the Company shall pay to Parent the Termination Fee if and when the entering into of such definitive agreement or consummation of such Company Acquisition Proposal occurs. For purposes of this *Section 10.03(b)(ii)*, "50%" shall be substituted for "15%" in the phrases dealing with assets and "50%" shall be substituted for "15%" in phrases dealing with equity securities or voting power in the definition of Company Acquisition Proposal.

(c) Except as provided in *Section 10.01(h)*, the Termination Fee shall be paid by the Company as directed by Parent in writing in immediately available funds promptly following (and in any event within two (2) Business Days after) the date of the event giving rise to the obligation to make such payment.

(d) Each of Parent and Purchaser acknowledges and agrees that in the event that Parent is entitled to receive the Termination Fee pursuant to this Agreement, the right of Parent to receive such amount shall constitute each of the Buyer Parties' sole and exclusive remedy for, and such amount shall constitute liquidated damages in respect of, any termination of this Agreement regardless of the circumstances giving rise to such termination.

(e) Each of Parent, Purchaser and the Company shall bear its own expenses in connection with this Agreement and the transactions contemplated hereby, except that Parent and the Company shall bear and pay one-half of the costs and expenses incurred in connection with the filing, printing and mailing of the Proxy/Information Statement.

Section 10.04 *Waiver*. At any time prior to the Merger Effective Time, the Company, on the one hand, and Parent and Purchaser, on the other hand, may (a) extend the time for the performance of any obligation or other act of the other party, (b) waive any inaccuracy in the representations and warranties of the other party contained herein or in any document delivered pursuant hereto and (c) waive compliance with any agreement of the other party or any condition to its own obligations contained herein. Any such extension or waiver shall be valid if set forth in an instrument in writing signed by the Company or Parent (on behalf of Parent and Purchaser). The failure of any party to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of those rights.

ARTICLE XI
GENERAL PROVISIONS

Section 11.01 *Non-Survival of Representations and Warranties*. The representations and warranties in this Agreement and in any certificate delivered pursuant hereto shall terminate at the Merger Effective Time.

Section 11.02 *Notices*. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by prepaid overnight courier (providing proof of delivery), by facsimile or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses or facsimile numbers (or at such other address for a party as shall be specified in a notice given in accordance with this *Section 11.02*):

if to Parent or Purchaser:

CBS Corporation
51 West 52nd Street
New York, New York 10019
Telecopier No: (212) 975-4215
Attention: Louis J. Briskman, Esq.
The Office of the General Counsel

with a copy to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Telecopier No: (212) 310-8007
Attention: Howard Chatzinoff, Esq.
Raymond O. Gietz, Esq.

if to the Company:

CNET Networks, Inc.
235 Second Street
San Francisco, California 94105
Telecopier No: (415) 972-6266
Attention: Andy Sherman
SVP, General Counsel & Corporate Secretary

with copies to:

Dewey & LeBoeuf LLP
1301 Avenue of the Americas
New York, NY 10019
Telecopier No: (212) 259-6333
Attention: Morton A. Pierce, Esq.
Chang-Do Gong, Esq.

Section 11.03 *Severability*. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy or the application of this Agreement to any person or circumstance is invalid or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any party. To such end, the provisions of this Agreement are agreed to be severable. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to

modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the Transactions be consummated as originally contemplated to the fullest extent possible.

Section 11.04 *Amendment*. This Agreement may be amended by the parties hereto by action taken by their respective boards of directors (or similar governing bodies or entities) at any time prior to the Merger Effective Time; *provided*, *however*, that, after Company Stockholder Approval has been obtained, no amendment may be made without further stockholder approval which, by Law or in accordance with the rules of Nasdaq, requires further approval by such stockholders. This Agreement may not be amended except by an instrument in writing signed by the parties hereto.

Section 11.05 *Entire Agreement; Assignment*. This Agreement, together with the Confidentiality Agreement, the Disclosure Schedules, *Annex I* and the Exhibits hereto, constitute the entire agreement among the parties with respect to the subject matter hereof, and supersede all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof. This Agreement shall not be assigned (whether pursuant to a merger, by operation of law or otherwise); *provided*, *however*, that Parent and Purchaser shall each have the option to assign this Agreement to any Affiliate of Parent without the prior written consent of the Company prior to the Company Stockholder Approval being obtained if such approval is required by Law, *provided*, *further*, that each of Parent and Purchaser shall remain bound by this Agreement and remain liable for all of their respective obligations hereunder.

Section 11.06 *Performance Guaranty*. Parent hereby guarantees the due, prompt and faithful performance and discharge by, and compliance with, all of the obligations covenants, terms, conditions and undertakings of each of the Buyer Parties under this agreement in accordance with the terms hereof including any such obligations, covenants, terms, conditions and undertakings that are required to be performed discharged or complied with following the Merger Effective Time.

Section 11.07 *Specific Performance*. Subject to *Section 10.03(d)*, the parties hereto agree that irreparable damage would occur in the event any provision of this Agreement were not performed in accordance with the terms hereof and that money damages would not be a sufficient remedy for any breach of this Agreement, and accordingly, the parties hereto shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

Section 11.08 *Parties in Interest*. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, other than the provisions of *Section 8.06* (which are intended to be for the benefit of the persons covered thereby or the persons entitled to payment thereunder and may be enforced by such persons).

Section 11.09 *Governing Law; Forum*.

(a) All disputes, claims or controversies arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its rules of conflict of laws.

(b) Except as set out below, each of the Company, Parent and Purchaser hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the Court of Chancery of the State of Delaware or, if said court lacks jurisdiction by virtue of federal law, any court of the United States located in the State of Delaware (the "*Delaware Courts*") for any litigation arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in such courts), waives any objection to the laying of venue of any such litigation in the Delaware Courts and agrees not to plead or claim in any Delaware Court that such litigation brought therein has been brought in any inconvenient forum. Each of the parties hereto agrees that

mailing of process or other papers in connection with any action or proceeding in the manner provided in *Section 11.02* or such other manner as may be permitted by law shall be valid and sufficient service thereof.

Section 11.10 *Waiver of Jury Trial*. Each of the parties hereto hereby waives to the fullest extent permitted by applicable Law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or the Transactions. Each of the parties hereto (a) certifies that no Representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce that foregoing waiver and (b) acknowledges that it and the other Party hereto have been induced to enter into this Agreement and the Transactions, as applicable, by, among other things, the mutual waivers and certifications in this *Section 11.10*.

Section 11.11 *Headings*. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 11.12 *Counterparts*. This Agreement may be executed and delivered (including by facsimile transmission) in two or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

Section 11.13 *Waiver*. Except as provided in this Agreement, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants or agreements contained in this Agreement. The waiver by any party hereto of a breach of any provision hereunder shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder.

[Signature page follows]

IN WITNESS WHEREOF, Parent, Purchaser and the Company have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

CBS CORPORATION

By /s/ FREDRIC G. REYNOLDS
Name: **Fredric G. Reynolds**
Title: **Executive Vice President and Chief Financial Officer**

TEN ACQUISITION CORP.

By /s/ FREDRIC G. REYNOLDS
Name: **Fredric G. Reynolds**
Title: **Executive Vice President and Chief Financial Officer**

CNET NETWORKS, INC.

By /s/ NEIL M. ASHE
Name: **Neil M. Ashe**
Title: **Chief Executive Officer**

ANNEX I

CONDITIONS OF THE OFFER

Purchaser shall not be obligated to accept for payment, and (subject to the rules and regulations of the SEC) shall not be obligated to pay for, any Company Common Shares tendered pursuant to the Offer (and not theretofore accepted for payment or paid for) unless, prior to the expiration of the Offer (as it may have been extended pursuant to *Section 2.01(d)* of the Agreement), (i) there shall have been validly tendered (other than Company Common Shares tendered by guaranteed delivery where actual delivery has not occurred) and not withdrawn prior to the expiration of the Offer that number of Company Common Shares which would represent more than 50% of the issued and outstanding Company Common Shares determined on a fully-diluted basis (on a "fully-diluted basis" meaning the number of Company Common Shares then issued and outstanding plus all Company Common Shares which the Company may be required to issue as of such date pursuant to options, warrants, rights, convertible or exchangeable securities or similar obligations then outstanding, whether or not then vested or exercisable) (the "*Minimum Condition*"), and (ii)(A) the waiting period under the HSR Act, (B) all approvals under applicable German antitrust, competition and merger control Laws, and (C) all approvals under all other foreign antitrust, competition or merger control Laws applicable to the purchase of Company Common Shares pursuant to the Offer shall have expired, been terminated or obtained, as applicable prior to the expiration of the Offer, excluding, in the case of subclause (C) above, such approvals the failure to obtain would be immaterial to the Company and the Company Subsidiaries, taken as a whole, and to Parent and its Subsidiaries, taken as a whole (the "*Regulatory Condition*").

Furthermore, Purchaser shall not be required to accept for payment, and (subject to the rules and regulations of the SEC) shall not be obligated to pay for, any Company Common Shares tendered pursuant to the Offer (and not theretofore accepted for payment or paid for) if, upon the expiration of the Offer (as it may have been extended pursuant to *Section 2.01(d)* of the Agreement) and before acceptance of such Company Common Shares for payment, any of the following conditions exists and is continuing, regardless of the circumstances giving rise to such condition:

(a) The representations and warranties of the Company contained in this Agreement (other than the representations and warranties set forth in Sections 5.03(a), 5.03(c) and 5.08(b)) that (i) are not made as of a specific date are not true and correct as of the date of the Agreement and as of the Acceptance Time, as though made on and as of the Acceptance Time, (ii) are made as of a specific date are not true and correct as of such date, in each case, except where the failure of such representations or warranties to be true and correct (without giving effect to any limitation as to "materiality" or "Material Adverse Effect" set forth in such representations and warranties) has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (iii) are set forth in Section 5.03(a) are not true and correct, except for (A) de minimis deviations, (B) deviations resulting from the grant of Company Stock Options as permitted under this Agreement or disclosed in the Company Disclosure Schedule and (C) deviations resulting from the issuance of Company Common Shares pursuant to the exercise of Company Stock Options, (iv) are set forth in Section 5.03(c) are not true and correct in any respect and (v) are set forth in Section 5.08(b) are not true and correct in any respect, in each case of clauses (iii), (iv) and (v) immediately above, as of the date of the Agreement and the Acceptance Time, as though made on and as of the Acceptance Time;

(b) The Company shall have failed to perform and comply with, in any material respect, its obligations, agreements and covenants to be performed or complied with by it under the Agreement on or prior to the Acceptance Time;

(c) The Company shall have failed to deliver to Parent a certificate signed by an officer of the Company and certifying as to the satisfaction by the Company, of the applicable conditions specified in clauses (a) and (b) immediately above;

(d) There shall be any injunction, judgment, ruling, order or decree issued or any Law (other than routine application of the waiting period provisions of the HSR Act) enacted, issued, promulgated or enforced, by any Governmental Authority which prohibits or makes illegal consummation of the Offer or the Merger; and

(e) The Agreement shall have been terminated in accordance with its terms.

The foregoing conditions are for the sole benefit of Parent and Purchaser and may be asserted by either of them regardless or the circumstances giving rise to such conditions or may be waived by Parent or Purchaser, in whole or in part at any time and from time to time in the sole discretion of Parent or Purchaser (except for any condition which, pursuant to Section 2.01 of the Agreement, may only be waived with the Company's consent). The failure by Parent, Purchaser or any other Affiliate of Parent at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right, the waiver of any such right with respect to particular facts and circumstances shall not be deemed a waiver with respect to any other facts and circumstances and each such right shall be deemed an ongoing right that may be asserted at any time and from time to time.

Any and all capitalized terms used herein, and not defined herein, shall have the same meaning as set forth in the Agreement and Plan of Merger, dated as of May 15, 2008 (the "*Agreement*"), by and among CNET Networks, Inc., CBS Corporation and Ten Acquisition Corp.