

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

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**FORM 8-K**

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**CURRENT REPORT**

Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 23, 2005

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**CMGI, Inc.**

*(Exact name of registrant as specified in its charter)*

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**Delaware**  
*(State or other jurisdiction  
of incorporation)*

**000-23262**  
*(Commission File Number)*

**04-2921333**  
*(IRS Employer  
Identification No.)*

**1100 Winter Street**  
**Waltham, Massachusetts 02451**  
*(Address of principal executive offices) (Zip Code)*

**(781) 663-5001**  
*(Registrant's telephone number, including area code)*

**Not applicable**  
*(Former name or former address if changed since last report)*

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 220.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01 Entry into a Material Definitive Agreement.**

On August 23, 2005, Joseph C. Lawler, President and Chief Executive Officer of CMGI, Inc. (the "Registrant"), was granted a stock option and a restricted stock award pursuant to the terms of his employment offer letter, dated as of August 23, 2004. Pursuant to the terms of a non-statutory stock option agreement, dated August 23, 2005, Mr. Lawler was granted an option to purchase 674,527 shares of the Registrant's common stock at an exercise price of \$1.74 per share. Such option has a seven-year term and shall vest 20% of the total number of shares subject to the option on each of the first five anniversaries of the grant date, provided that Mr. Lawler remains employed by the Registrant on such anniversary date. In addition, pursuant to the terms of a restricted stock agreement, dated August 23, 2005, Mr. Lawler was granted 449,685 shares of the Registrant's common stock at a purchase price of \$.01 per share deemed to have been paid in kind through Mr. Lawler's agreement to employment by the Registrant and past services rendered. Such restricted shares shall be subject to forfeiture provisions which shall lapse as to 20% of the total number of shares subject to the grant on each of the first five anniversaries of the grant date, provided that Mr. Lawler remains employed by the Registrant on such anniversary date. Such stock option and shares of restricted stock are subject to acceleration of vesting and, in the case of the stock option, extension of the exercisability period, under certain conditions as set forth in the Executive Severance Agreement, dated as of August 23, 2004, by and between the Registrant and Mr. Lawler.

The foregoing description is subject to, and qualified in its entirety by, the non-statutory stock option agreement and the restricted stock agreement filed as exhibits hereto and incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(c) The following exhibits are filed with this report:

<u>Exhibit No.</u>	<u>Description</u>
99.1	Non-Statutory Stock Option Agreement, dated as of August 23, 2005, by and between the Registrant and Joseph C. Lawler.
99.2	Restricted Stock Agreement, dated as of August 23, 2005, by and between the Registrant and Joseph C. Lawler.

**SIGNATURE**

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

Date: August 29, 2005

CMGI, INC.

/s/ Thomas Oberdorf

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By: Thomas Oberdorf

Title: Chief Financial Officer and Treasurer

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## Exhibit Index

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99.2	Restricted Stock Agreement, dated as of August 23, 2005, by and between the Registrant and Joseph C. Lawler.

CMGI, Inc.  
2000 Stock Incentive Plan  
Non-Statutory Stock Option Certificate

CMGI, Inc., a Delaware corporation (the "Corporation"), hereby grants to the Participant named below a Non-Statutory Stock Option to purchase the Number of Shares of Common Stock set forth below (the "Option") pursuant to and subject to the terms and conditions of the Corporation's 2000 Stock Incentive Plan (the "Plan"). The Option shall be subject to the following terms and conditions, **including those set forth in the attached Non-Statutory Stock Option Terms and Conditions** which are incorporated herein by reference and shall be read together with this Non-Statutory Stock Option Certificate as one agreement:

Name of Participant: Joseph C. Lawler  
Address: c/o CMGI, Inc.  
1100 Winter Street  
Waltham, MA 02451  
Number of Shares: 674,527 shares  
Exercise Price per Share: \$1.74  
Date of Grant: August 23, 2005  
Expiration Date: August 23, 2012

Vesting Schedule: Option shall vest and become exercisable as to 20% of the Number of Shares subject to the Option on each of the first five anniversaries of the Date of Grant, such that the Option shall be exercisable in full on the fifth anniversary of the Date of Grant.

The Option is subject to acceleration of vesting and extension of the exercisability period under certain conditions as set forth in that certain Executive Severance Agreement by and between the Corporation and the Participant, dated as of August 23, 2004 (the "Severance Agreement"). In the event of any conflict or inconsistencies between the terms and conditions hereof and those set forth in the Severance Agreement, the terms and conditions of the Severance Agreement shall take precedence and prevail.

The Option shall not be treated as an Incentive Stock Option under Section 422 of the Code.

By acceptance of the Option, the Participant agrees to all of the terms and conditions hereof, including, without limitation, those set forth in the Plan, the attached **Non-Statutory Stock Option Terms and Conditions**, and the exhibits and attachments hereto (receipt of which the Participant hereby acknowledges). All capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Plan.

CMGI, Inc.

By: /s/ Thomas Oberdorf

Name: Thomas Oberdorf  
Title: Chief Financial Officer

ACCEPTED AND AGREED TO:

/s/ Joseph C. Lawler

Joseph C. Lawler

Attachment  
Non-Statutory Stock Option Terms and Conditions

**CMGI, Inc.**  
**2000 Stock Incentive Plan**  
**Non-Statutory Stock Option Terms and Conditions**

**1. Grant of Option; Option Agreement; Plan.**

The Non-Statutory Stock Option evidenced by this Option Agreement (as defined below) (the "Option") is granted pursuant to the terms of the CMGI, Inc. 2000 Stock Incentive Plan (the "Plan"). The terms and conditions contained herein are incorporated by reference into the attached Non-Statutory Stock Option Certificate (the "Certificate"), and are intended to be read together with the Certificate as one agreement (the "Option Agreement"). The Option is subject to the provisions of the Plan, a copy of which is furnished to the Participant with the Option and is also available from the Company. The grant of the Option is subject to and conditioned upon the Participant's execution and delivery to the Company of a Non-Competition Agreement in the form attached to the Certificate as Exhibit A. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Plan. Except where the context otherwise requires, the term "Participant" as used herein shall be deemed to include any person who acquires the right to exercise the Option validly under the terms of the Option Agreement.

**2. Number of Shares; Exercise; Exercise Price.**

The Participant may exercise the Option for no more than the aggregate Number of Shares set forth in the Certificate. The right to exercise the Option shall be cumulative so that to the extent the Option is not exercised in any period to the maximum extent permissible under the Option Agreement, it shall continue to be exercisable, in whole or in part, with respect to all shares for which it is vested until the earlier to occur of the Expiration Date set forth in the Certificate or the termination of the Option under Section 6 hereof. The Participant may purchase less than the Number of Shares covered by the Option Agreement, provided that no exercise of the Option may be for any fractional share. The Option may not be exercised as to any shares after the Expiration Date set forth in the Certificate. The exercise price to be paid for each share of Common Stock issued upon exercise of the whole or any part of this Option is the Exercise Price per Share set forth in the Certificate.

**3. Vesting Schedule.**

If the Participant has at all times since the Date of Grant of the Option (as set forth in the Certificate) served the Company in the capacity of an employee, officer, director, consultant or advisor (such service being referred to herein as maintaining or being involved in a "Business Relationship" with the Company) through a particular date indicated in the Vesting Schedule set forth in the Certificate, the Participant may exercise the Option on or after such date for the number of shares of Common Stock indicated in such Vesting Schedule (if any), less the aggregate number of shares of Common Stock issued to the Participant upon exercise of the Option prior thereto. For purposes of this Agreement, the Participant's Business Relationship with the Company shall include any Business Relationship between the Participant and a subsidiary of the Company.

**4. Method of Exercise.**

As a condition to exercising the Option, the Participant shall execute and deliver to the Company and cause the Company to receive a written notice of exercise (the "Exercise Notice") specifying the number of shares with respect to which the Option is being exercised, accompanied by payment of the aggregate exercise price for such shares (and applicable withholding taxes pursuant to Section 7 hereof), in cash, by check or in such other form as permitted by the Plan.

The Exercise Notice shall be in the form attached hereto as Schedule I or in such other form as is acceptable to the Company. As soon as practicable following receipt by the Company of the Exercise Notice and payment of the aggregate exercise price (and applicable withholding taxes), the Company will deliver to the Participant (or its designee) a certificate representing the number of shares with respect to which the Option is being exercised.

#### **5. Option Not Transferable.**

The Option (i) may not be sold, assigned, transferred, pledged or otherwise encumbered in any manner whatsoever by the Participant, either voluntarily or by operation of law, except by will or the laws of descent and distribution, and (ii) shall be exercisable, during the Participant's lifetime, only by the Participant.

#### **6. Exercise of Option.**

(a) Continuous Business Relationship with the Company Required. Except as otherwise provided in this Section 6, the Option may not be exercised unless the Participant, at the time he or she exercises the Option, is, and has been at all times since the Date of Grant, in a Business Relationship with the Company.

(b) Termination of Business Relationship with the Company. If the Participant ceases to be involved in a Business Relationship with the Company for any reason, then, except as provided in paragraphs (c) and (d) below, or in that certain Executive Severance Agreement by and between the Company and the Participant, dated as of August 23, 2004, the right to exercise the Option shall terminate one month after the date of such cessation (but in no event after the Expiration Date), provided that the Option shall be exercisable only to the extent that the Participant was entitled to exercise the Option on the date of such cessation. Notwithstanding the foregoing, if the Participant, prior to the Expiration Date, violates the non-competition, non-solicitation or confidentiality provisions of any employment contract, non-competition agreement, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company, the right to exercise the Option shall terminate immediately.

(c) Exercise Period Upon Death or Disability. If the Participant ceases to be involved in a Business Relationship with the Company due to the death or "disability" (within the meaning of Section 22(e)(3) of the Code) of the Participant prior to the Expiration Date, the Participant's right to exercise the Option shall terminate six months after the date of such cessation, provided that the Option shall be exercisable only to the extent that the Option was exercisable by the Participant on the date of such cessation, and provided further that the Option shall not be exercisable after the Expiration Date.

(d) Discharge for Cause. If the Company terminates the Participant's Business Relationship with the Company for Cause (as defined in the above-referenced Executive Severance Agreement), the Participant's right to exercise the Option shall terminate immediately upon the effective date of such termination.

#### **7. Payment of Withholding Taxes.**

It shall be a condition to exercising an Option that, and no shares will be issued pursuant to the exercise of the Option unless and until, the Participant pays to the Company, or makes provision satisfactory to the Company for payment of, any federal, state or local withholding taxes required by law to be withheld in respect of the Option.

## CMGI, INC.

## NON-COMPETITION AGREEMENT

IN CONSIDERATION OF the grant to the undersigned employee of an option under the CMGI, Inc. 2000 Stock Incentive Plan (the "Plan") for the purchase of 674,527 shares of Common Stock, \$.01 par value per share, of CMGI, Inc. (the "Company," which term as used herein shall in all instances be deemed to include all corporations or other legal entities controlling, controlled by or under common control with the Company) and the grant to the undersigned employee under the Plan of a restricted stock award of 449,685 shares of Common Stock of the Company, and other good and valuable consideration, and as a condition of the employment relationship with the Company, the undersigned employee hereby agrees as follows:

1. **Non-Competition Agreement.**

- (a) I agree that during my employment relationship with the Company and for twelve (12) months thereafter, I will not, directly or indirectly:
- (i) Engage in any business or enterprise (whether as an owner, member, manager, partner, officer, employee, director, investor, lender, consultant, independent contractor or otherwise, except as the holder of not more than 1% percent of the combined voting power of the outstanding stock of a publicly held company) that is competitive with the Company's business, including, but not limited to, any business or enterprise that develops, designs, produces, markets, sells or renders any product or service competitive with any product or service developed, designed, produced, marketed, sold or rendered by the Company or any of its subsidiaries while I was employed by the Company; or
  - (ii) Either alone or in association with others, solicit, divert, or take away or attempt to divert or to take away, the business or patronage of any of the clients, customers or accounts, or prospective clients, customers or accounts, of the Company which were contacted, solicited or served by me while I was employed by the Company; or
  - (iii) Either alone or in association with others (x) solicit, or permit any organizations directly or indirectly controlled by me to solicit, any employee of the Company to leave the employ of the Company, or (y) solicit for employment, hire or engage as an independent contractor, or permit any organization directly or indirectly controlled by me to solicit for employment, hire or engage as an independent contractor, any person who is/was employed by the Company at any time during the term of my employment relationship with the Company; provided, that this clause (y) shall not apply to the solicitation, hiring or engagement of any individual



whose employment with the Company has been terminated for a period of six months or longer.

- (b) The geographic scope of this Section 1 shall extend to anywhere the Company is doing business, has done business or intends to do business.
- (c) If I violate the provisions of this Section 1, I shall continue to be bound by the restrictions set forth in this Section 1 until a period of one year has expired without any violation of such provisions.

2. **Other Agreements.**

- (a) I hereby represent that, except as I have previously disclosed in writing to the Company, I am not bound by the terms of any agreement with any previous employer or other party to refrain from using or disclosing any trade secret or confidential or proprietary information in the course of my employment relationship with the Company or to refrain from competing, directly or indirectly, with the business of such previous employer or any other party. I further represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment relationship with the Company, and I will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others.
- (b) I agree to notify any prospective employer of the existence of this Agreement and to furnish a copy hereof (and the Company may also furnish a copy thereof) to such employer.

3. **Not An Employment Contract.**

I acknowledge that this Agreement does not constitute a contract of employment and does not imply that the Company will continue my employment relationship for any period of time. Nothing in this Agreement alters the “at-will” nature of my employment with the Company.

4. **General Provisions.**

- (a) **No Conflict.** I represent that my execution and performance of this Agreement does not and will not conflict with or breach the terms of any other agreement by which I am bound.

- (b) **Entire Agreement**. This Agreement supersedes all prior agreements, written or oral, between me and the Company relating to the subject matter of this Agreement, provided that nothing herein shall limit my obligations under any non-disclosure and/or developments agreement between me and the Company or any non-competition and/or non-solicitation agreement executed by me (or similar restriction contained in any agreement binding upon me) in the context of the sale of substantial interests in a business to the Company or otherwise. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by me and the Company. I agree that any change or changes in my duties, salary or compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement.
- (c) **Interpretation**. If any restriction set forth in Section 1 is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or over too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.
- (d) **Severability**. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair the validity or enforceability of any other provision of this Agreement.
- (e) **Waiver**. No delay or omission by the Company in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and shall not be construed as a bar to, or waiver of, any right on any other occasion.
- (f) **Acknowledgment and Equitable Remedies**. I acknowledge that the restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and consider the restrictions to be reasonable for such purpose. I agree that any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and that a breach of Section 1 would entail inevitable wrongful use or disclosure of the Company's proprietary and confidential information, and therefore, in the event of any breach of this Agreement, I agree that the Company, in addition to such other remedies which may be available, shall be entitled to specific performance and other injunctive relief without posting a bond.
- (g) **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns, including any corporation or entity with which or into which the Company may be merged or otherwise combined or which may succeed to its assets or business, provided

however that the obligations of the employee are personal and shall not be assigned by the employee.

- (h) **Governing Law, Forum and Jurisdiction.** This Agreement shall be governed by and construed as a sealed instrument under and in accordance with the laws of The Commonwealth of Massachusetts, without regard to conflicts of law provisions.
- (i) **Captions.** The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND AND AGREE TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

WITNESS our hands:

CMGI, INC.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Thomas Oberdorf  
Chief Financial Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Joseph C. Lawler

**ADAMS, HARKNESS & HILL, INC.**  
**60 State Street, 12th Floor**  
**Boston, MA 02109**

**CMGI, Inc.**  
**STOCK OPTION EXERCISE FORM**

1. I elect to purchase:

ISO/NSO	Grant Number	Grant Date	Number of Shares to Exercise	Option Price
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2. \_\_\_\_\_ I elect to sell enough shares to cover the option cost and taxes:

Shares which are not required to be sold pursuant to the above paragraph will be credited to my account at AH&H which is directed to have the Shares:

- \_\_\_\_\_ Held in my account by AH&H in street name.
- \_\_\_\_\_ Mailed to me at the address below.
- \_\_\_\_\_ Other: \_\_\_\_\_
- \_\_\_\_\_ Please sell the required shares at \_\_\_\_\_ Market Price or \$\_\_\_\_\_ minimum price

3. \_\_\_\_\_ I hereby authorize and direct AH&H to sell all shares listed above.

Proceeds from the sale of the Shares after payment of the stock option exercise price and required taxes are to be:

- \_\_\_\_\_ Mailed to me.
- \_\_\_\_\_ Held in my account at AH&H.
- \_\_\_\_\_ Wired to my bank account. Wire instructions signed and attached.

Sale Price

- AH&H is authorized to sell my Shares at:
- \_\_\_\_\_ The market price when this form is received by AH&H.
  - \_\_\_\_\_ The following minimum price: \$\_\_\_\_\_.

AH&H is authorized to pay the stock option exercise price and withholding taxes to CMGI, Inc. and to provide to CMGI, Inc. a duplicate confirmation of sale.

Upon the sale of my stock option shares through AH&H, my authorization and direction to deliver those Shares to my account at AH&H is irrevocable.

Employee Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

Position: \_\_\_\_\_  
 Company/Subsidiary Name: \_\_\_\_\_  
 Daytime Telephone: \_\_\_\_\_  
 Social Security Number: \_\_\_\_\_

Company Authorization: \_\_\_\_\_

**CMGI, INC.**  
**RESTRICTED STOCK AGREEMENT**  
**Granted Under 2000 Stock Incentive Plan**

AGREEMENT made as of the 23rd day of August, 2005 (the "Grant Date"), between CMGI, Inc., a Delaware corporation (the "Company"), and Joseph C. Lawler (the "Executive").

This restricted stock award is granted pursuant to the terms of the letter agreement between the Company and the Executive dated August 23, 2004 (the "Employment Agreement"). In consideration of the Executive entering into the Employment Agreement and entering into the CMGI, Inc. Non-Competition Agreement dated August 23, 2005, for past services rendered and other valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. Grant of Shares.

The Company hereby grants to the Executive, subject to the terms and conditions set forth in this Agreement and in the Company's 2000 Stock Incentive Plan (the "Plan"), 449,685 shares (the "Shares") of common stock, \$0.01 par value, of the Company ("Common Stock"). The Executive agrees that the Shares shall be subject to forfeiture as set forth in Section 2 of this Agreement and the restrictions on transfer set forth in Section 3 of this Agreement.

2. Forfeiture.

(a) Except as provided in paragraph (b) of this Section 2, in the event that the Executive ceases to be employed by the Company for any reason or no reason, with or without cause, prior August 23, 2010, all of the Unvested Shares (as defined below) shall be forfeited.

"Unvested Shares" means the total number of Shares multiplied by the Applicable Percentage at the time the Executive ceases to be employed by the Company. The "Applicable Percentage" shall be (i) 100% during the period beginning on the Grant Date and ending August 22, 2006, (ii) 80% during the 12-month period ending August 22, 2007, (iii) 60% during the 12-month period ending August 22, 2008, (iv) 40% during the 12-month period ending August 22, 2009, (v) 20% during the 12-month period ending on August 22, 2009, and (vi) zero after August 22, 2010.

(b) Notwithstanding the provisions of paragraph (a) above, in the event of a termination of employment which entitles the Executive to severance under paragraph 3(a) or 3(b) of the Executive Severance Agreement entered into between the Executive and the Company dated August 23, 2004 (the "Executive Severance Agreement"), the Executive shall vest and be entitled to receive free of all restrictions all or a portion of the Unvested Shares, as determined and provided for in paragraph 3 of such Executive Severance Agreement. To the extent that any of the Unvested Shares do not become vested pursuant to such paragraph 3, they shall be forfeited in accordance with paragraph (a) above.

(c) For purposes of this Agreement, employment with the Company shall include employment with a parent or subsidiary of the Company.

3. Restrictions on Transfer.

The Executive shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively “transfer”) any Shares, or any interest therein, that would be Unvested Shares if the Executive were to cease to be employed by the Company at the time of the transfer, except that the Executive may transfer such Shares (i) to or for the benefit of any spouse, children, parents, uncles, aunts, siblings, grandchildren and any other relatives approved by the Board of Directors (collectively, “Approved Relatives”) or to a trust established solely for the benefit of the Executive and/or Approved Relatives, provided that such Shares shall remain subject to this Agreement (including without limitation the forfeiture provisions of Section 2 and the restrictions on transfer set forth in this Section 3) and such permitted transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Agreement or (ii) as part of the sale of all or substantially all of the shares of capital stock of the Company (including pursuant to a merger or consolidation), provided that, in accordance with the Plan, the securities or other property received by the Executive in connection with such transaction shall remain subject to this Agreement.

4. Escrow.

The Executive shall, upon the execution of this Agreement, execute Joint Escrow Instructions in the form attached to this Agreement as Exhibit A. The Joint Escrow Instructions shall be delivered to the Assistant Secretary of the Company, as escrow agent thereunder. The Executive shall deliver to such escrow agent a stock assignment duly endorsed in blank, in the form attached to this Agreement as Exhibit B, and hereby instructs the Company to deliver to such escrow agent, on behalf of the Executive, the certificate(s) evidencing the Shares issued hereunder. Such materials shall be held by such escrow agent pursuant to the terms of such Joint Escrow Instructions.

5. Restrictive Legends.

All certificates representing Shares shall have affixed thereto a legend in substantially the following form, in addition to any other legends that may be required under federal or state securities laws:

“The shares of stock represented by this certificate are subject to restrictions on transfer and a risk of forfeiture as set forth in a certain Restricted Stock Agreement between the corporation and the registered owner of these shares (or his or her predecessor in interest), and such Agreement is available for inspection without charge at the office of the Secretary of the corporation.”

6. Provisions of the Plan.

(a) This Agreement is subject to the provisions of the Plan, a copy of which has been furnished to the Executive.

(b) As provided in the Plan, upon the occurrence of a Reorganization Event (as defined in the Plan), all rights of the Company hereunder shall inure to the benefit of the Company's successor and shall apply to the cash, securities or other property which the Shares were converted into or exchanged for pursuant to such Reorganization Event in the same manner and to the same extent as they applied to the Shares under this Agreement. If, in connection with a Reorganization Event, a portion of the cash, securities and/or other property received upon the conversion or exchange of the Shares is to be placed into escrow to secure indemnification or similar obligations, the mix between the vested and unvested portion of such cash, securities and/or other property that is placed into escrow shall be the same as the mix between the vested and unvested portion of such cash, securities and/or other property that is not subject to escrow.

7. Withholding Taxes; Section 83(b) Election.

(a) The Executive acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Executive any federal, state or local taxes of any kind required by law to be withheld with respect to the lapse or partial lapse of the risk of forfeiture.

(b) The Executive has reviewed with the Executive's own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement. The Executive is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Executive understands that the Executive (and not the Company) shall be responsible for the Executive's own tax liability that may arise as a result of the transactions contemplated by this Agreement. The Executive understands that it may be beneficial in many circumstances to elect to be taxed at the time the Shares are granted rather than when and as the risk of forfeiture lapses by filing an election under Section 83(b) of the Code with the I.R.S. within 30 days from the date of grant.

THE EXECUTIVE ACKNOWLEDGES THAT IT IS THE EXECUTIVE'S SOLE RESPONSIBILITY AND NOT THE COMPANY'S TO FILE TIMELY THE ELECTION UNDER SECTION 83(b), EVEN IF THE EXECUTIVE REQUESTS THE COMPANY OR ITS REPRESENTATIVES TO MAKE THIS FILING ON THE EXECUTIVE'S BEHALF.

8. Miscellaneous.

(a) No Rights to Employment. The Executive acknowledges and agrees that the vesting of the Shares pursuant to Section 2 hereof is earned only by continuing service as an employee at the will of the Company (not through the act of being hired or being granted shares hereunder). The Executive further acknowledges and agrees that the transactions contemplated hereunder and the vesting schedule set forth herein do not constitute an express or implied promise of continued engagement as an employee or consultant for the vesting period, for any period, or at all.

(b) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(c) Waiver. Any provision for the benefit of the Company contained in this Agreement may be waived, either generally or in any particular instance, by the Board of Directors of the Company.

(d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Company and the Executive and their respective heirs, executors, administrators, legal representatives, successors and assigns, subject to the restrictions on transfer set forth in Section 3 of this Agreement.

(e) Notice. All notices required or permitted hereunder shall be in writing and deemed effectively given upon personal delivery or five days after deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed, if to the Company to the attention of the General Counsel at its corporate headquarters, and, if to the Executive, at the last address on file with the Company, or at such other address or addresses as either party shall designate to the other in accordance with this Section 8(e).

(f) Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa.

(g) Entire Agreement. This Agreement and the Plan constitute the entire agreement between the parties, and supersedes all prior agreements and understandings, relating to the subject matter of this Agreement.

(h) Amendment. This Agreement may be amended or modified only by a written instrument executed by both the Company and the Executive.

(i) Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the internal laws of the State of Delaware without regard to any applicable conflicts of laws.

\* \* \* \* \*



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CMGI, Inc.

By: /s/ Thomas Oberdorf

\_\_\_\_\_  
Name: Thomas Oberdorf  
Title: Chief Financial Officer

/s/ Joseph C. Lawler

\_\_\_\_\_  
Joseph C. Lawler

CMGI, Inc.  
Joint Escrow Instructions

August 23, 2005

Assistant Secretary  
CMGI, Inc.  
1100 Winter Street  
Waltham, MA 02451

Dear Sir:

As Escrow Agent for CMGI, Inc., a Delaware corporation, and its successors in interest under the Restricted Stock Agreement (the "Agreement") of even date herewith, to which a copy of these Joint Escrow Instructions is attached (the "Company"), and the undersigned person ("Holder"), you are hereby authorized and directed to hold the documents delivered to you pursuant to the terms of the Agreement in accordance with the following instructions:

1. Appointment. Holder irrevocably authorizes the Company to deposit with you any certificates evidencing Shares (as defined in the Agreement) to be held by you hereunder and any additions and substitutions to said Shares. For purposes of these Joint Escrow Instructions, "Shares" shall be deemed to include any additional or substitute property. Holder does hereby irrevocably constitute and appoint you as his attorney-in-fact and agent for the term of this escrow to execute with respect to such Shares all documents necessary or appropriate to make such Shares negotiable and to complete any transaction herein contemplated. Subject to the provisions of this paragraph 1 and the terms of the Agreement, Holder shall exercise all rights and privileges of a stockholder of the Company while the Shares are held by you.

2. Forfeiture. Upon any forfeiture of the Shares pursuant to the Agreement, the Company shall give to Holder and you a written notice of forfeiture. Holder and the Company hereby irrevocably authorize and direct you to deliver the forfeited Shares to the Company in accordance with the terms of said notice.

3. Withdrawal. The Holder shall have the right to withdraw from this escrow any Shares that are not Unvested Shares (as defined in the Agreement).

4. Duties of Escrow Agent.

(a) Your duties hereunder may be altered, amended, modified or revoked only by a writing signed by all of the parties hereto.

(b) You shall be obligated only for the performance of such duties as are specifically set forth herein and may rely and shall be protected in relying or refraining from acting on any instrument reasonably believed by you to be genuine and to have been signed or presented by the proper party or parties. You shall not be personally liable for any act you may do or omit to do hereunder as Escrow Agent or as attorney-in-fact of Holder while acting in good faith and in the exercise of your own good judgment, and any act done or omitted by you pursuant to the advice of your own attorneys shall be conclusive evidence of such good faith.

(c) You are hereby expressly authorized to disregard any and all warnings given by any of the parties hereto or by any other person or Company, excepting only orders or process of courts of law, and are hereby expressly authorized to comply with and obey orders, judgments or decrees of any court. In case you obey or comply with any such order, judgment or decree of any court, you shall not be liable to any of the parties hereto or to any other person, firm or Company by reason of such compliance, notwithstanding any such order, judgment or decree being subsequently reversed, modified, annulled, set aside, vacated or found to have been entered without jurisdiction.

(d) You shall not be liable in any respect on account of the identity, authority or rights of the parties executing or delivering or purporting to execute or deliver the Agreement or any documents or papers deposited or called for hereunder.

(e) You shall be entitled to employ such legal counsel and other experts as you may deem necessary properly to advise you in connection with your obligations hereunder and may rely upon the advice of such counsel.

(f) Your rights and responsibilities as Escrow Agent hereunder shall terminate if (i) you cease to be Assistant Secretary of the Company or (ii) you resign by written notice to each party. In the event of a termination under clause (i), your successor as Assistant Secretary shall become Escrow Agent hereunder; in the event of a termination under clause (ii), the Company shall appoint a successor Escrow Agent hereunder.

(g) If you reasonably require other or further instruments in connection with these Joint Escrow Instructions or obligations in respect hereto, the necessary parties hereto shall join in furnishing such instruments.

(h) It is understood and agreed that should any dispute arise with respect to the delivery and/or ownership or right of possession of the securities held by you hereunder, you are authorized and directed to retain in your possession without liability to anyone all or any part of said securities until such dispute shall have been settled either by mutual written agreement of the parties concerned or by a final order, decree or judgment of a court of competent jurisdiction after the time for appeal has expired and no appeal has been perfected, but you shall be under no duty whatsoever to institute or defend any such proceedings.

(i) These Joint Escrow Instructions set forth your sole duties with respect to any and all matters pertinent hereto and no implied duties or obligations shall be read into these Joint Escrow Instructions against you.

(j) The Company shall indemnify you and hold you harmless against any and all damages, losses, liabilities, costs, and expenses, including attorneys' fees and disbursements, for anything done or omitted to be done by you as Escrow Agent in connection with this Agreement or the performance of your duties hereunder, except such as shall result from your gross negligence or willful misconduct.

5. Notice. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery or upon deposit in the United States Post Office, by registered or certified mail with postage and fees prepaid, addressed to each of the other parties thereunto entitled at the following addresses, or at such other addresses as a party may designate by ten days' advance written notice to each of the other parties hereto.

COMPANY: Notices to the Company shall be sent to the address set forth in the salutation hereto, Attn: General Counsel

HOLDER: Notices to Holder shall be sent to the Holder's last address on file with the Company.

ESCROW AGENT: Notices to the Escrow Agent shall be sent to the address set forth in the salutation hereto.

6. Miscellaneous.

(a) By signing these Joint Escrow Instructions, you become a party hereto only for the purpose of said Joint Escrow Instructions, and you do not become a party to the Agreement.

(b) This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Very truly yours,

CMGI, Inc.

By: /s/ Thomas Oberdorf

Name: Thomas Oberdorf  
Title: Chief Financial Officer

HOLDER:

/s/ Joseph C. Lawler

Joseph C. Lawler

ESCROW AGENT:

/s/ Peter L. Gray

(STOCK ASSIGNMENT SEPARATE FROM CERTIFICATE)

FOR VALUE RECEIVED, I hereby sell, assign and transfer unto CMGI, Inc. \_\_\_\_\_ (\_\_\_\_\_) shares of Common Stock, \$0.01 par value per share, of CMGI, Inc. (the "Corporation") standing in my name on the books of the Corporation represented by Certificate(s) Number \_\_\_\_\_ herewith, and do hereby irrevocably constitute and appoint \_\_\_\_\_ as attorney to transfer the said stock on the books of the Corporation with full power of substitution in the premises.

Dated: \_\_\_\_\_

IN PRESENCE OF:

\_\_\_\_\_

\_\_\_\_\_

NOTICE: The signature(s) to this assignment must correspond with the name as written upon the face of the certificate, in every particular, without alteration, enlargement, or any change whatever and must be guaranteed by a commercial bank, trust company or member firm of the Boston, New York or Midwest Stock Exchange.