

[AOL LETTERHEAD]

August [], 2006

Sean Egan
Instant Messaging Freedom, Inc.
2515 4th Ave #1108
Seattle, Washington 98121

Dear Sean:

This letter of agreement sets forth the terms and conditions under which AOL LLC ("AOL") and Instant Messaging Freedom, Inc. ("you") agree that you will change the name of the Gaim instant messaging software ("Gaim") you currently distribute.

In exchange for this agreement, AOL and its agents, successors and assigns, irrevocably and unconditionally release and forever discharge you, the persons who contributed to Gaim prior to the date of this agreement (the "Gaim Developers") and any persons who distributed Gaim prior to the date of this agreement (the "Gaim Distributors"), their successors, assigns, officers, directors, owners, employees, insurers, agents, representatives and attorneys and all persons acting by, through or in concert with them, from any and all actions, causes of action in any form, suits, claims, rights, damages, losses, costs and expenses (including attorneys' fees and cost actually incurred) relating to AOL's trademarks arising out of conduct or matters occurring as of and prior to the date of this letter.

AOL represents that, except as waived in the previous paragraph of this letter, to AOL's knowledge as of the date of this letter, it has no claims pending or contemplated that the conduct of Instant Messaging Freedom, Inc. or the Gaim Developers or Gaim Distributors, as currently or previously conducted, infringes upon, misappropriates or violates any of AOL's copyrights, trademarks, service marks, trade names, trade secrets or patents.

You agree to change the name of Gaim to [NEW NAME] within [30] days of the date of this letter and to cease the use of the name "Gaim" for further distributions of any instant messaging software by you. AOL does not object to your use of [NEW NAME]. AOL does not object to uses of the term "Gaim" as it appears in the computer code, supporting files and accompanying documentation written by you prior to the date of this agreement. All other references to Gaim, including in all marketing and promotional uses by you, will be changed to [NEW NAME]. You agree that you will redirect web traffic from any domain names that include the name "Gaim" to another domain name that does not include the name "Gaim". Web addresses that include the name "Gaim" will only be used to the extent necessary to reflect the existing use of the name "Gaim" as a technical term or identifier in the source code.

Following the renaming of Gaim you shall have no further obligation to AOL. AOL and you expressly covenant not to bring, voluntarily participate in, or assist any third party bringing, any lawsuit, claim or other cause of action against the other party that is in any way related to any claim released under this letter agreement.

AOL and you both acknowledge and agree that good and valuable consideration has been given for the representations, covenants and agreements set forth in this letter agreement.

Sincerely,

AOL LLC

By: [NAME]
Title: [TITLE]

CONFIRMED AND ACCEPTED:

INSTANT MESSAGING FREEDOM, INC.

By: Sean Egan
Title: Incorporator