EXHIBIT 2.1.7  
  
 FORM OF  
  
 COBALT NETWORKS, INC.  
  
 AFFILIATE AGREEMENT  
  
 This Affiliate Agreement (this "Agreement") is made and entered into as of  
\_\_\_\_\_\_\_\_\_, 2000, between Cobalt Networks, Inc., a Delaware corporation  
("Parent") and the undersigned affiliate ("Affiliate") of Chili!Soft, Inc., a  
California corporation ("Company").  
  
 RECITALS  
  
 A. WHEREAS, Parent, Blue Tortilla Acquisition Corp., a California  
Corporation and wholly owned subsidiary of Parent ("Merger Sub"), and Company  
entered into an Agreement and Plan of Reorganization dated as of March 22, 2000  
("Reorganization Agreement") pursuant to which Merger Sub will merge with and  
into Company ("Merger"), and Company as the surviving corporation of the Merger  
will become a subsidiary of Parent (capitalized terms not otherwise defined  
herein shall have the meanings ascribed to them in the Reorganization  
Agreement);  
  
 B. WHEREAS, pursuant to the Merger, at the Effective Time outstanding  
shares of Company Capital Stock, including any such shares owned by Affiliate,  
will be converted into the right to receive shares of Common Stock of Parent;  
  
 C. WHEREAS, the execution and delivery of this Agreement by Affiliate is a  
material inducement to Parent to enter into the Reorganization Agreement;  
  
 D. WHEREAS, Affiliate has been advised that Affiliate may be deemed to be  
an "affiliate" of Company, as the term "affiliate" is used in Accounting Series  
Releases 130 and 135, as amended, although nothing contained herein shall be  
construed as an admission by Affiliate that Affiliate is in fact an affiliate of  
Company.  
  
 NOW, THEREFORE, intending to be legally bound, the parties hereby agree as  
follows:  
  
 1. Acknowledgments by Affiliate. Affiliate acknowledges and understands  
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that the representations, warranties and covenants by Affiliate set forth herein  
will be relied upon by Parent, Company, and their respective affiliates, counsel  
and accounting firms. Affiliate has carefully read this Agreement and the  
Reorganization Agreement and has discussed the requirements of this Agreement  
with his or her professional advisors.  
  
 2. Beneficial Ownership of Company Capital Stock. The Affiliate is the  
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sole record and beneficial owner of the number of shares of Company Capital  
Stock set forth next to its name on Appendix A attached hereto (the "Shares").  
The Shares are not subject to any claim, lien, pledge, charge, security interest  
or other encumbrance or to any rights of first refusal of any kind. The  
Affiliate has the sole right to transfer such Shares; provided, however, that  
prior to the transfer of such Shares (i) Affiliate must provide written notice  
to Parent and (ii) the recipient of the Shares  
  
  
must agree to be bound by the terms of this Agreement. The Shares constitute all  
shares of Company Capital Stock owned, beneficially or of record, by the  
Affiliate. The Shares are not subject to preemptive rights created by any  
agreement to which the Affiliate is party. The Affiliate has not engaged in any  
sale or other transfer of the Shares in contemplation of the Merger. All shares  
of Company Capital Stock acquired by Affiliate subsequent to the date hereof  
shall be subject to the provisions of this Agreement as if held by Affiliate as  
of the date hereof.  
  
 3. Compliance with Rule 145 and the Securities Act.  
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 (a) Affiliate has been advised that the issuance of shares of Parent  
Common Stock in connection with the Merger is expected to be effected either  
pursuant to (i) Section 3(a)(10) of the Securities Act of 1933, as amended (the  
"Securities Act"), in which case the resale of such shares will be subject to  
restrictions set forth in Rule 145 under the Securities Act (which will not  
apply if such shares are otherwise transferred pursuant to an effective  
registration statement under the Securities Act or an appropriate exemption from  
registration), (ii) an exemption from registration under Section 4(2) of the  
Securities Act, in which case such shares may be resold only pursuant to the  
registration of the Shares under the Securities Act (as contemplated by Section  
6.12 of the Reorganization Agreement) or pursuant to Rule 144 and Rule 145 under  
the Securities Act, as the case may be, including the holding period of Rule 144  
or (iii) another applicable exemption from the registration requirements of the  
Securities Act. With respect to Rule 145, Affiliate may be deemed to be an  
affiliate of the Company in connection with those transactions. Nothing in this  
agreement is intended to state or imply that Affiliate is or is not an affiliate  
of Parent or will or will not become an affiliate of Parent. Affiliate  
accordingly agrees not to sell, transfer or otherwise dispose of any Parent  
Common Stock issued to Affiliate in the Merger unless (i) such sale, transfer or  
other disposition is made in conformity with the requirements of Rule 145(d)  
promulgated under the Securities Act, or (ii) such sale, transfer or other  
disposition is made pursuant to an effective registration statement under the  
Securities Act or an appropriate exemption from registration, or (iii) Affiliate  
delivers to Parent a written opinion of counsel, reasonably acceptable to Parent  
in form and substance, that such sale, transfer or other disposition is  
otherwise exempt from registration under the Securities Act.  
  
 (b) Parent shall give stop transfer instructions to its transfer agent  
with respect to any Parent Common Stock received by Affiliate pursuant to the  
Arrangement and there shall be placed on the certificates representing such  
Common Stock, or any substitutions therefor, a legend stating in substance:  
  
 "THE SHARES REPRESENTED BY THIS CERTIFICATE WERE ISSUED IN A  
 TRANSACTION TO WHICH RULE 145 APPLIES AND MAY ONLY BE TRANSFERRED IN  
 CONFORMITY WITH RULE 145(d) OR PURSUANT TO AN EFFECTIVE REGISTRATION  
 STATEMENT UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED,  
 OR IN ACCORDANCE WITH A WRITTEN OPINION OF COUNSEL, REASONABLY  
 ACCEPTABLE TO THE ISSUER IN FORM AND SUBSTANCE, THAT SUCH TRANSFER IS  
 EXEMPT FROM REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF  
 1933, AS AMENDED."  
  
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The legend set forth above shall be removed (by delivery of a substitute  
certificate without such legend) and Parent shall so instruct its transfer  
agent, if Affiliate delivers to Parent (i) satisfactory written evidence that  
the shares have been sold in compliance with Rule 145 or sold pursuant to an  
effective registration statement (in which case, the substitute certificate  
shall be issued in the name of the transferee), or (ii) an opinion of counsel,  
in form and substance reasonably satisfactory to Parent, to the effect that  
public sale of the shares by the holder thereof is no longer subject to Rule  
145.  
  
 4. Termination. This Agreement shall be terminated and shall be of no  
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further force and effect in the event the termination of the Reorganization  
Agreement pursuant to Article IX of the Reorganization Agreement.  
  
 5. Miscellaneous. For the convenience of the parties hereto, this  
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Agreement may be executed in one or more counterparts, each of which shall be  
deemed an original, but all of which together shall constitute one and the same  
document.  
  
 This Agreement shall be enforceable by, and shall inure to the benefit of  
and be binding upon, the parties hereto and their respective successors and  
assigns. As used herein, the term "successors and assigns" shall mean, where  
the context so permits, heirs, executors, administrators, trustees and successor  
trustees, and personal and other representatives.  
  
 This Agreement shall be governed by and construed, interpreted and enforced  
in accordance with the laws of the State of Delaware without giving effect to  
the conflicts of law provisions thereof.  
  
 If a court of competent jurisdiction determines that any provision of this  
Agreement is not enforceable or enforceable only if limited in time and/or  
scope, this Agreement shall continue in full force and effect with such  
provision stricken or so limited.  
  
 Counsel to and accountants for the parties to the Agreement shall be  
entitled to rely upon this Agreement as needed.  
  
 This Agreement shall not be modified or amended, or any right hereunder  
waived or any obligation excused, except by a written agreement signed by both  
parties.  
  
 Notwithstanding any other provision contained herein, this Agreement and  
all obligations of and restrictions imposed on Affiliate hereunder shall  
terminate and be of no further force or effect, upon the termination of the  
Reorganization Agreement.  
  
  
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 IN WITNESS WHEREOF, the parties have executed this Affiliate Agreement  
effective as of the date first written above.  
  
  
 COBALT NETWORKS, INC.  
  
  
  
 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Xxxxxxx X. XxXxxx  
 Chief Executive Officer and President  
  
 AFFILIATE  
  
 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Name of Affiliate:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Name of Signatory (if different from name of  
  
 Affiliate):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Title of Signatory  
 (if applicable):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
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 APPENDIX A  
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Affiliate:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Total Number of shares of Company  
Common Stock owned on the date hereof:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Total Number of shares of Company  
Series A Preferred Stock owned on the date hereof:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Total Number of shares of Company  
Series B Preferred Stock owned on the date hereof:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Total Number of options to purchase Company Common Stock and warrants to  
purchase Company Capital Stock owned on the date hereof (including the dates of  
grant, vesting, exercise prices and expiration dates):  
  
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