EXHIBIT 99.4  
  
 AFFILIATE AGREEMENT  
  
 This Affiliate Agreement (this "AGREEMENT") is made and entered into as  
of July 22, 2003 by and among NMP, Inc., a Delaware corporation ("HOLDCO"),  
XxxxxxXxxxx.xxx, Inc., a Delaware corporation ("PARENT"), and the undersigned  
stockholder (the "AFFILIATE"), who may be deemed an affiliate of Pinnacor Inc.,  
a Delaware corporation (the "COMPANY"), under applicable law. Capitalized terms  
used herein and not otherwise defined shall have the meanings ascribed thereto  
in the Merger Agreement (as defined below).  
  
 Recitals:  
  
 WHEREAS, pursuant to an Agreement and Plan of Merger dated as of the  
date hereof (the "MERGER AGREEMENT") by and among Parent, the Company, Holdco,  
Maple Merger Sub Inc., a Delaware corporation and a direct wholly owned  
subsidiary of Holdco ("PARENT MERGER SUB"), and Pine Merger Sub, Inc., a  
Delaware corporation and a direct wholly owned subsidiary of Holdco ("COMPANY  
MERGER SUB"), Parent Merger Sub is merging with and into Parent (the "PARENT  
MERGER") and Company Merger Sub is merging with and into the Company (the  
"COMPANY MERGER" and together with the Parent Merger, the "MERGERS") whereby  
after the Mergers each of Parent and the Company shall be the surviving  
corporations of the Mergers and direct wholly owned subsidiaries of Holdco;  
  
 WHEREAS, the Affiliate has been advised that the Affiliate may be  
deemed to be an "affiliate" of the Company, as the term "affiliate" is used for  
purposes of Rule 144 and Rule 145 of the rules and regulations of the Securities  
and Exchange Commission (the "SEC"); and  
  
 WHEREAS, the execution and delivery of this Agreement by the Affiliate  
is a material inducement to, and in consideration of, the willingness of Holdco  
and Parent to enter into the Merger Agreement.  
  
 NOW, THEREFORE, in consideration of the foregoing and the  
representations, warranties, covenants and agreements contained in this  
Agreement, and for other good and valuable consideration, the receipt and  
sufficiency of which are hereby acknowledged, and intending to be legally bound  
hereby, the parties hereto agree as follows:  
  
 1. Acknowledgments by Affiliate. The Affiliate understands and hereby  
acknowledges that the representations, warranties and covenants by the Affiliate  
set forth herein shall be relied upon by Holdco and Parent and their respective  
affiliates and legal counsel, and that substantial losses and damages may be  
incurred by such persons if the representations and warranties of the Affiliate  
contained herein are inaccurate or if the covenants of the Affiliate contained  
herein are breached. The Affiliate hereby represents and warrants to Holdco and  
Parent that the Affiliate has carefully read this Agreement and the Merger  
Agreement and has discussed the requirements of this Agreement with the  
Affiliate's professional advisors, who are qualified to advise the Affiliate  
with regard to such matters. Execution of this Agreement shall not be considered  
an admission by the Affiliate that he or it is an "affiliate", or as a waiver of  
any rights the Affiliate may have to object to any claim that the Affiliate is  
such an "affiliate" on or after the date of this Agreement.  
  
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 2. Representations and Warranties of the Affiliate. The Affiliate  
hereby represents and warrants to Holdco and Parent as follows as of the date  
hereof: (i) the Affiliate is the sole beneficial owner of the number of shares  
of the common stock of the Company, par value $0.01 (the "COMPANY COMMON STOCK")  
set forth under the Affiliate's name on the signature page hereto (the  
"SHARES"); (ii) the Shares are not subject to any Liens (as such term is defined  
in the Merger Agreement) or other encumbrance or to any rights of first refusal  
of any kind (other than in the case of GapStar, LLC ("GAPSTAR"), the pledge and  
grant of a security interest by GapStar in its Shares to a lender to secure  
loans made to GapStar by such lender); (iii) there are no options, warrants,  
calls, rights, commitments or agreements of any kind or character, written or  
oral, to which the Affiliate is party or by which the Affiliate is bound  
obligating the Affiliate to issue, deliver, sell, repurchase or redeem, or cause  
to be issued, delivered, sold, repurchased or redeemed, any Shares, or  
obligating the Affiliate to grant or enter into any such option, warrant, call,  
right, commitment or agreement; (iv) the Affiliate has the sole right to  
transfer the Shares; (v) as of the date hereof, the Shares constitute all shares  
of Company Common Stock owned, beneficially or of record, by the Affiliate; (vi)  
the Shares are not subject to preemptive rights created by any agreement to  
which the Affiliate is party or by which the Affiliate is bound; and (vii) the  
Affiliate has not engaged in any sale or other transfer of the Shares in  
contemplation of the Mergers.  
  
 3. Application to Subsequently Acquired Shares. The Affiliate hereby  
agrees that all shares of Company Common Stock and shares of the common stock of  
Holdco, par value $0.01 (the "HOLDCO COMMON STOCK") acquired by the Affiliate  
subsequent to the date hereof (including shares of Holdco Common Stock acquired  
in the Company Merger), but prior to the earlier of (i) the Effective Time (as  
defined in the Merger Agreement), and (ii) the date on which the Merger  
Agreement is terminated in accordance with its terms (including any extensions  
to the Merger Agreement, as provided for therein) shall be subject to the terms  
and conditions set forth in this Agreement as if held by the Affiliate as of the  
date hereof.  
  
 4. Compliance with Rule 145 and the Securities Act.  
  
  
 (a) The Affiliate understands and hereby acknowledges that the  
Affiliate has been advised that (A) the issuance of Holdco Common Stock in  
connection with the Company Merger is expected to be effected pursuant to a  
registration statement on Form S-4 promulgated under the Securities Act of 1933,  
as amended (the "SECURITIES ACT"), and the resale of such shares of Holdco  
Common Stock will be subject to restrictions set forth in Rule 145 under the  
Securities Act; and (B) Affiliate may be deemed to be an "affiliate" of the  
Company as the term "affiliate" is used for purposes of Rule 144 and Rule 145  
under the Securities Act. Accordingly, the Affiliate hereby agrees not to sell,  
transfer or otherwise dispose of any Holdco Common Stock issued to the Affiliate  
in the Company Merger, or otherwise acquired by the Affiliate subsequent to the  
date hereof, unless (i) such sale, transfer or other disposition is made in  
conformity with the requirements of Rule 145(d) promulgated under the Securities  
Act; (ii) such sale, transfer or other disposition is made pursuant to a  
registration statement declared or ordered effective under the Securities Act,  
or an appropriate exemption from the registration and prospectus delivery  
requirements of the Securities Act; (iii) the Affiliate delivers to Holdco a  
written opinion of legal counsel, reasonably acceptable to Holdco in form and  
substance, that such sale, transfer or other disposition is otherwise exempt  
from the registration and prospectus delivery requirements of the Securities  
Act; or (iv) an authorized representative of the SEC shall  
  
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have rendered written advice to the Affiliate to the effect that the SEC would  
take no action, or that the staff of the SEC would not recommend that the SEC  
take any action, with respect to the proposed disposition if consummated.  
  
 (b) The Affiliate understands and hereby acknowledges that Holdco will  
give stop transfer instructions to its transfer agent with respect to any Holdco  
Common Stock issued to the Affiliate pursuant to the Company Merger, and there  
shall be placed on the certificates representing such Holdco 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 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 SECURITIES ACT OF 1933, AS AMENDED."  
  
The legend set forth above shall be removed (by delivery of a substitute  
certificate without such legend), and any stop transfer instructions shall be  
rescinded, if the Affiliate delivers to Holdco (i) satisfactory written evidence  
that the Shares have been sold in compliance with Rule 145 (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 Holdco,  
to the effect that public sale of the Shares by the holder thereof is no longer  
subject to Rule 145.  
  
 5. Termination. This Agreement shall be terminated, and be of no  
further force and effect, automatically upon the termination of the Merger  
Agreement pursuant to its terms (including any extension to the Merger Agreement  
as provided for therein).  
  
 6. Miscellaneous.  
  
 (a) Waiver. No waiver by any party hereto of any condition or any  
breach of any term or provision set forth in this Agreement shall be effective  
unless in writing and signed by each party hereto. The waiver of a condition or  
any breach of any term or provision of this Agreement shall not operate as or be  
construed to be a waiver of any other previous or subsequent breach of any term  
or provision of this Agreement.  
  
 (b) Severability. In the event that any term, provision, covenant or  
restriction set forth in this Agreement, or the application of any such term,  
provision, covenant or restriction to any person, entity or set of  
circumstances, shall be determined by a court of competent jurisdiction to be  
invalid, unlawful, void or unenforceable to any extent, the remainder of the  
terms, provisions, covenants and restrictions set forth in this Agreement, and  
the application of such terms, provisions, covenants and restrictions to  
persons, entities or circumstances other than  
  
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those as to which it is determined to be invalid, unlawful, void or  
unenforceable, shall remain in full force and effect, shall not be impaired,  
invalidated or otherwise affected and shall continue to be valid and enforceable  
to the fullest extent permitted by applicable law.  
  
 (c) Binding Effect and Assignment. This Agreement and all of the  
provisions hereof shall be binding upon and inure to the benefit of the parties  
hereto and their respective successors and permitted assigns, but, except as  
otherwise specifically provided herein, neither this Agreement nor any of the  
rights, interests or obligations of the parties hereto may be assigned by either  
of the parties without the prior written consent of the other; provided,  
however, that each of Holdco and Parent may freely assign its rights to a  
subsidiary of Holdco or Parent without such prior written approval but no such  
assignment shall relieve Holdco or Parent of any of its obligations hereunder.  
Any purported assignment without such consent shall be void.  
  
 (d) Amendment and Modification. This Agreement may not be modified,  
amended, altered or supplemented except by the execution and delivery of a  
written agreement executed by the parties hereto.  
  
 (e) Specific Performance; Injunctive Relief. Each of the parties  
hereto hereby acknowledge that (i) the representations, warranties, covenants  
and restrictions set forth in this Agreement are necessary, fundamental and  
required for the protection of Holdco and Parent and to preserve for Holdco and  
Parent the benefits of the Mergers; (ii) such covenants relate to matters which  
are of a special, unique, and extraordinary character that gives each such  
representation, warranty, covenant and restriction a special, unique, and  
extraordinary value; and (iii) a breach of any such representation, warranty,  
covenant or restriction, or any other term or provision of this Agreement, will  
result in irreparable harm and damages to Holdco and Parent that cannot be  
adequately compensated by a monetary award. Accordingly, Holdco, Parent and the  
Affiliate hereby expressly agree that in addition to all other remedies  
available at law or in equity, Holdco and Parent shall be entitled to the  
immediate remedy of specific performance, a temporary and/or permanent  
restraining order, preliminary injunction, or such other form of injunctive or  
equitable relief as may be used by any court of competent jurisdiction to  
restrain or enjoin any of the parties hereto from breaching any representations,  
warranties, covenants or restrictions set forth in this Agreement, or to  
specifically enforce the terms and provisions hereof.  
  
 (f) Governing Law. This Agreement shall be governed by and  
construed, interpreted and enforced in accordance with the internal laws of the  
State of Delaware without giving effect to any choice or conflict of law  
provision, rule or principle (whether of the State of Delaware or any other  
jurisdiction) that would cause the application of the laws of any jurisdiction  
other than the State of Delaware.  
  
 (g) Jurisdiction. The parties to this Agreement agree that any suit,  
action or proceeding arising out of, or with respect to, this Agreement or any  
judgment entered by any court in respect thereof shall be brought in the courts  
of California, County of San Francisco or in the U.S. District Court for the  
Northern District of California as the commencing party may elect, and the  
Affiliate hereby accepts the exclusive jurisdiction of those courts for the  
purpose of any suit, action or proceeding. In addition, the Affiliate hereby  
irrevocably waives, to the fullest extent permitted by law, any objection which  
the Affiliate may now or hereafter have to the  
  
  
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laying of venue of any suit, action or proceeding arising out of or relating to  
this Agreement or any judgment entered by any court in respect thereof brought  
in California, County of San Francisco or the U.S. District Court for the  
Northern District of California, as selected by the commencing party, and hereby  
further irrevocably waives any claim that any suit, action or proceedings  
brought in California or in such District Court has been brought in an  
inconvenient forum.  
  
 (h) Entire Agreement. This Agreement contains the entire  
understanding of the parties in respect of the subject matter hereof, and  
supersedes all prior negotiations and understandings between the parties with  
respect to the subject matter hereof.  
  
 (i) Notices. All notices and other communications pursuant to this  
Agreement shall be in writing and deemed to be sufficient if contained in a  
written instrument and shall be deemed given if delivered personally,  
telecopied, sent by nationally-recognized overnight courier or mailed by  
registered or certified mail (return receipt requested), postage prepaid, to the  
parties at the following address (or at such other address for a party as shall  
be specified by like notice):  
  
 If to Holdco or Parent: XxxxxxXxxxx.xxx, Inc.  
 000 Xxxxxxx Xxxxxx  
 Xxx Xxxxxxxxx, XX 00000  
 Attention: Xxxx Xxxxxxxx, Esq.  
 Facsimile: (000) 000-0000  
 Telephone: (000) 000-0000  
  
 with a copy to: Xxxxxxxx & Xxxxxxxx LLP  
 000 Xxxxxx Xxxxxx  
 Xxx Xxxxxxxxx, Xxxxxxxxxx 00000  
 Attention: Xxxxxx Xxxxxxxx, Esq.  
 Facsimile: (000) 000-0000  
 Telephone: (000) 000-0000  
  
 If to the Affiliate: To the address for notice set  
 forth on the signature  
 page hereof.  
  
 (j) Further Assurances. The Affiliate shall execute and deliver any  
additional certificate, instruments and other documents, and take any additional  
actions, as Holdco or Parent may deem necessary or desirable, in the reasonable  
opinion of Holdco or Parent, to carry out and effectuate the purpose and intent  
of this Agreement and the transactions contemplated hereby.  
  
 (k) Expenses. If any action at law or in equity is necessary to  
enforce or interpret the terms of this Agreement, the prevailing party shall be  
entitled to reasonable attorney's fees, costs and necessary disbursements in  
addition to any other relief to which such party may be entitled after a final,  
non-appealable judgment that this Agreement has been breached by the  
non-prevailing party and such breach has caused actual damages to the  
  
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prevailing party. In no event shall the prevailing party be entitled to  
consequential, speculative or punitive damages.  
  
 (l) Remedies Not Exclusive. All rights, powers and remedies provided  
under this Agreement or otherwise available in respect hereof at law or in  
equity will be cumulative and not alternative, and the exercise of any thereof  
by either party will not preclude the simultaneous or later exercise of any  
other such right, power or remedy by such party.  
  
 (m) Waiver of Jury Trial. EACH PARTY HERETO IRREVOCABLY WAIVES ANY  
AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED  
TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.  
  
 (n) Counterparts. This Agreement may be executed in any number of  
counterparts and delivered by facsimile, each of which when so executed and  
delivered shall be deemed an original, but all of which together shall  
constitute but one and the same instrument and the delivering party covenants  
and agrees that an original will be sent immediately thereafter by registered or  
certified mail.  
  
 (o) Effect of Headings. The section headings herein are for  
convenience only and shall not affect the construction or interpretation of this  
Agreement.  
  
 (p) Third Party Reliance. Legal counsel to Parent and the Company  
shall be entitled to rely upon this Agreement.  
  
 (q) Survival. The representations, warranties, covenants and other  
terms and provisions set forth in this Agreement shall survive the consummation  
of the Mergers.  
  
  
  
 [REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]  
  
  
  
  
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 In Witness Whereof, the undersigned have caused this Affiliate  
Agreement to be duly executed as of the date first written above.  
  
 HOLDCO:  
  
 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
  
 PARENT:  
  
 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
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 AFFILIATE:  
  
 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
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 Affiliate's Address for Notice:  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Shares beneficially owned:  
  
 \_\_\_\_\_ shares of Company Common Stock  
  
 \_\_\_\_\_ shares of Company Common Stock issuable upon  
 the exercise of outstanding options, warrants  
 and other rights  
  
 SIGNATURE PAGE TO AFFILIATE AGREEMENT  
  
 INDIVIDUALS/ENTITIES SUBJECT TO THE AFFILIATES AGREEMENT  
  
- General Atlantic Partners 69, L.P.  
- GAP Coinvestment Partners II, L.P.  
- GapStar, LLC  
- RRE Ventures II L.P.  
- RRE Ventures Fund II L.P.  
- Xxxxx Xxxxx  
- Xxxxx Xxxxx  
- Xxxxx Xxxxxxx  
- Xxxx Xxxxxxx  
- Xxxxx Xxxxxxx  
- Xxxxx X. Xxxxxxxx  
- Xxxx Xxxxxxx  
- Xxxxxxx Xxxxx