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i Soft Ltd., Mr. Ravan Boddu  
i Soft R & D (P) Ltd.,

STAMP VENDOR.  
LICENCE No: 14325/2194  
S. MUMTAJ.  
No: 30, Anna Colony,  
BESANT NAGAR,  
MADRAS - 600 090.

THIS DEED is made on 28 April 2003

**BETWEEN:-**

- (1) **ISOFT LIMITED** (Company No. 317360) a company incorporated in Ireland whose registered office is at 1 Stokes Place, St Stephens Green, Dublin 2 ("ISOFT");
- (2) **RAVAN BODDU** whose address is A1 Ashok Tejasvi, No. 7, 4th Cross Street, R A Puram, Chennai, India ("Mr Boddu"); and
- (3) **ISOFT R & D PRIVATE LIMITED** a company incorporated in India whose registered office is at Door No. 35, 2nd Floor, 1st Main Road, Gandhi Nagar, Adyar, Chennai (the "Company").

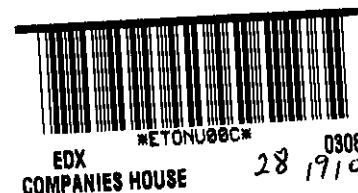
Unless the context otherwise requires, terms defined in the Shareholders Agreement shall have the same meanings in this Deed.

**WHEREAS:-**

- (A) By a Shareholders Agreement dated 17 May 2001 (the "Shareholders Agreement") made between ISOFT (1), Mr Boddu (2) and the Company (3) (together the "Parties") the Parties agreed to regulate their relationship as shareholders in the Company and regarding the management of the Company as provided in the Shareholders' Agreement and the Company agreed with the Shareholders to comply with such of the matters therein contained as relate to the Company;
- (B) By Clause 10 of the Shareholders Agreement, the Parties agreed that the provisions of Schedule 1 to the Shareholders Agreement would apply in relation to the terms of a Put

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*R. Boddu*



Option for Mr Boddu and all Employee Transferees (if any) to collectively require iSOFT to purchase all their Shares at the time and upon the terms set out in Schedule 1.

- (C) By Clause 17.2 of the Shareholders Agreement, the Parties may in writing amend the terms of the Shareholders Agreement.
- (D) The Parties now agree to amend the provisions of the Shareholders Agreement as they relate to the Put Option referred to in (B) above.

**IT IS AGREED:-**

**1. AMENDMENTS**

- 1.1 The parties to this Deed hereby agree that the following amendments shall be made to the Shareholders Agreement:

- 1.1.1 Schedule 1 of the Shareholders Agreement be replaced in its entirety by the following clauses:

**"1. Put Option**

iSOFT hereby grants to Mr Boddu and the Employee Transferees (as defined in Clause 9.3.2) an option to require iSOFT to purchase (the "Put Option") their entire interest in Shares in the Company (together the "Option Securities") on the terms set out below.

**2. Exercise of Option**

The Put Option may be exercised upon 30 days' written notice by Mr Boddu (on behalf of himself and all Employee Transferees (if any)) in the following tranches:

- 2.1 on 31 July 2003, 9500 Option Securities (representing approximately 7% of the issued share capital of the Company);
- 2.2 at any time during the period commencing on 31 July 2004 and ending on 31 July 2007, 8000 Option Securities (representing approximately 6% of the issued share capital of the Company);
- 2.3 at any time during the period commencing on 31 July 2005 and ending on 31 July 2008, 8000 Option Securities (representing approximately 6% of the issued share capital of the Company); and
- 2.4 at any time during the period commencing on 31 July 2006 and ending on 31 July 2009, 8000 Option Securities (representing approximately 6% of the issued share capital of the Company);

**PROVIDED ALWAYS that:**

- (A) in the event:
  - (i) of a change in Control of iSOFT Group plc; or
  - (ii) that Mr Boddu's employment with the Company is determined at the instance of the Company (for whatever reason); or

(iii) Mr Boddu's death or permanent incapacity

the Put Option may be exercised in respect of all (but not some only) of the Option Securities; and

(B) in the event that Mr Boddu's employment with the Company ceases for reason only of Mr Boddu serving due notice in accordance with the provisions of his service agreement with the Company, the number of Option Securities in respect of which the Put Option may be exercised shall be limited to such tranches pursuant to clauses 2.1 to 2.4 inclusive above as are exercisable at the date such notice is given by Mr Boddu.

### 3. **Option Consideration**

3.1 The consideration for the Option Securities under the Put Option shall be the allotment and issue credited as fully paid to and amongst Mr Boddu and the Employee Transferees (if any) of the following ordinary shares of 10p each in the capital of iSoft Group plc ("**Consideration Securities**"):

3.1.1 in respect of a Put Option exercised in accordance with Clause 2.1 above, 250,000 Consideration Securities; and

3.2.2 in respect of a Put Option exercise in accordance with each of Clauses 2.2 to 2.4 (inclusive) above, 200,000 Option Securities;

such that the maximum number of Consideration Securities shall be 850,000.

### 4. **Completion**

Within 30 days of receipt by iSoft of written notice from Mr Boddu to iSoft pursuant to clause 2 above or, if later, upon the obtaining of all necessary consents or approvals (if any) of any relevant governmental or other authority:-

4.1 iSOFT shall procure that the Option Consideration Securities are duly allotted (subject to the memorandum and articles of association of iSOFT Group plc) to and amongst Mr Boddu and the Employee Transferees in proportion as nearly as may be to the proportion that their respective holdings of Shares bears to the total number of Option Securities; and

4.2 Mr Boddu and the Employee Transferees shall deliver to iSOFT transfers in respect of the Option Securities duly completed in favour of iSOFT or as iSOFT may direct, and

the Parties shall join in procuring that the said transfer or transfers shall be registered.

### 5. **Sale Free of Encumbrances**

The Option Securities shall be sold free from all liens, charges and encumbrances and with all rights attached thereto at the date of exercise of the Put Option.

**6. Undertaking by Mr Boddu and the Employee Transferees**

Mr Boddu hereby undertakes that following an allotment to him of the Option Consideration Securities he shall, and shall procure that the Employee Transferees shall each separately undertake to fully comply with the iSOFT Group share dealing code to the extent and for so long as it is applicable to them.

**7. Indebtedness to iSOFT Group plc**

iSOFT hereby acknowledges that following the allotment of the Consideration Securities it will become indebted to iSOFT Group plc and that such indebtedness shall remain outstanding as an interest free unsecured loan from iSOFT Group plc to iSOFT until such time as iSOFT Group plc shall by written notice to iSOFT demand repayment thereof. For the purpose of this paragraph the amount of iSOFT's indebtedness to iSOFT Group plc shall be calculated by reference to the average of the middle market quotations for the ordinary shares of iSOFT Group plc as shown by the London Stock Exchange Daily Official List for the 3 business days immediately preceding the day on which the Consideration Securities are allotted to and amongst Mr Boddu and the Employee Transferees."

**2. SURVIVAL OF SHAREHOLDERS AGREEMENT**

Save as set out above, the provisions of the Shareholders Agreement shall continue in full force and effect.

**3. INVALIDITY**

If any provision of this Deed is held to be invalid, unenforceable or illegal, in whole or in part, such provision or part shall to that extent be deemed not to form part of this Deed but the validity, enforceability or legality of the remainder of this Deed shall remain unaffected.

**4. COUNTERPARTS**

This Deed may be executed in any number of counterparts and by each of the parties on separate counterparts each of which when executed and delivered shall be deemed to be an original, but all the counterparts together shall constitute one and the same agreement.

**5. GOVERNING LAW AND ARBITRATION**



The provisions of Clause 17.12 of the Shareholders Agreement shall apply in relation to this Deed as if fully set out herein.

EXECUTED AS A DEED by the parties on the date which first appears in this deed.

EXECUTED as a DEED )  
(but not delivered until the date hereof) )  
for and on behalf of ISOFT LIMITED )  
acting by )

Director:

Director/Secretary:

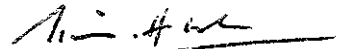
  


EXECUTED as a DEED )  
(but not delivered until the date hereof) )  
for and on behalf of ISOFT R&D PRIVATE )  
LIMITED acting by )

Director:


Director/Secretary:





SIGNED as a Deed )  
(but not delivered until dated) by )  
RAVAN BODDU )  
in the presence of:- )



Signature of witness: 

Name of witness: R RATHA LAKSHMI

Address: AD 326, 39TH STREET  
5TH SECTOR, K. A. NAGAR  
CHENNAI 600 075

Occupation: FINANCIAL CONTROLLER